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THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING TO BE RETURNED TO:

Katie Papasan, Attorney
Papasan Law Firm, PLLC
19 E. Mountain Street, Suite 14
Fayetteville, AR 72703

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, A RESIDENTIAL COMMUNITY TO THE CITY OF CAVE SPRINGS, BENTON COUNTY, STATE OF ARKANSAS

This FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, A RESIDENTIAL COMMUNITY TO THE CITY OF CAVE SPRINGS, BENTON COUNTY, STATE OF ARKANSAS (this "Amendment") is made effective as of the 18 day of September, 2024 (the "Effective Date"), by the Declarant underneath that certain Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, dated April 24, 2017 and filed of record with the Benton County, Arkansas Circuit Clerk on April 27, 2017 in Book 2017, Page 23858, as amended by that certain First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision dated May 21, 2020 and filed of record with the Benton County, Arkansas Circuit Clerk on May 21, 2020 as File No. L202028926, as amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision dated November 3, 2020 and filed of record with the Benton County, Arkansas Circuit Clerk on November 5, 2020 as File No. L202072155, as amended by that certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision dated May 28, 2021 and filed of record with the Benton County, Arkansas Circuit Clerk on May 28, 2021 as File No. L202140349, as amended by that certain Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision dated June 7, 2021 and filed of record with the Benton County, Arkansas Circuit Clerk on June 8, 2021 as File No. L202142693 (misnamed as the Second Amendment, but actually the Fourth Amendment) (the "Misnamed Amendment"), and as further amended from time to time (collectively, the "Declaration") to be effective as to all of the Lots in the Subdivision, all of the Property described in the Declaration, and any additional Property added to the Subdivision. The undersigned Declarant under the Declaration states as follows:

1. Reference to Declaration. Any capitalized terms not defined herein shall have the definition ascribed to them in the Declaration.

2. Control Period: Declarant's Right to Amend. The Class B Control Period remains in effect and Declarant, pursuant to Section 17.1 of the Declaration, continues to have the right to amend the Declaration.

3. Amendment of Declaration. The parties hereby agree and acknowledge that the Declaration shall be amended as follows:

a. The Misnamed Amendment shall be re-named as follows: "**Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas**"

b. Exhibit E shall be amended and restated to read as follows:

Exhibit E

Calculation of Lot Assessments

*Each time a Lot transfers to a new Owner from Declarant or a Builder, the Association shall assess a Lot Capital Fee (the "**Lot Capital Fee**") against the Lot of $1,000.00 to be paid by the transferee directly to the Declarant. Each payment of a Lot Capital Fee to the Declarant is repayment for certain capital expenses made by the Declarant for the benefit of the Subdivision and the Association.*

*Each time a Lot transfers to a new Owner (a new sale or re-sale, and whether such Owner is a current Owner in the Subdivision or new to the Subdivision), the Association shall assess a lot transfer fee (the "**Lot Transfer Fee**") against the Lot of $1,000.00 to be paid directly to the Association, which amount may increase from time to time, at the sole discretion of Declarant, as general business conditions dictate.*

*In addition to the Lot Transfer Fee and the Lot Capital Fee, the Board shall each year establish a regular, annual assessment as to all Lots in the Subdivision (the "**Annual Assessment**"). The Annual Assessment will be billed to each Owner and must be paid no later than 60 days from the date of billing. Thereafter, all unpaid Annual Assessment amounts shall be deemed delinquent and subject to the Board filing a lien against the Lot. Despite the preceding sentences, the Declarant shall not be liable for Annual Assessments to a Lot so long as Declarant (or any affiliate of Declarant) holds title to the Lot.*

4. Binding Effect. This Amendment shall be perpetual and shall run with the land. The Amendment shall be binding upon and inure to the benefit of the parties hereto, all Owners of Subdivision Property, and their heirs, successors in title, and assigns. The remaining terms of the Declaration, except as specifically amended above, remain in full force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, the Declarant has executed this Amendment to be effective as of the Effective Date first set forth above.

DECLARANT:

SCISSORTAIL PARTNERES, LLC,
An Arkansas limited liability company

By: _____
Robert David, Manager of Moraine Properties, LLC,
Manager of Scissortail Partners, LLC

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

On this the 18 day of September 2024, before me, a notary public, personally appeared **ROBERT DAVID,** personally known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument as the Manager of Moraine Properties, LLC, which is the Manager of **SCISSORTAIL PARTNERS, LLC**, an Arkansas limited liability company, who stated and acknowledged that he is duly authorized to and have executed and delivered the foregoing instrument on behalf of said company for the consideration, uses and purposes therein set forth.

In witness whereof I hereunto set my hand and official seal.

My Commission Expires:

12-14-32
(Seal)

_____
NOTARY PUBLIC

BRENDA F CHRISTIAN
Notary Public - Arkansas
Benton County
Commission # 12721413
My Commission Expires Dec 14, 2032

User Name: CLAUDIA
CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
L202450058 9/20/2024 11:27:38 AM
Brenda DeShields,Circuit Clerk
BENTON CO, AR FEE $85.00

Brenda DeShields-Circuit Clerk
Benton County, AR
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This Instrument Prepared By:
John Alan Lewis
Mitchell, Williams, Selig,
Gates & Woodyard, P.L.L.C.
5424 Pinnacle Point Drive., Suite 500
Rogers, AR 72758

SCISSORTAIL SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, AN ADDITION TO THE CITY OF ROGERS, BENTON COUNTY, ARKANSAS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PERTAIN TO THE SUBDIVISION RECORDED ON PLAT RECORD 2017-350, 2017.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, A RESIDENTIAL COMMUNITY TO THE CITY OF ROGERS, BENTON COUNTY, STATE OF ARKANSAS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, A RESIDENTIAL COMMUNITY TO THE CITY OF ROGERS, BENTON COUNTY, ARKANSAS ("**Declaration**") is made this 24th day of April, 2017, by SCISSORTAIL PARTNERS, LLC, an Arkansas limited liability company ("**Declarant**"). Words bearing initial capital letters shall have the meanings ascribed to them in Article 2 of this Declaration or as otherwise defined within this Declaration or any exhibits to it..

PART ONE: INTRODUCTION TO THE DEVELOPMENT

The Declarant has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of Scissortail as a quality residential community (the **"Development"**).

This Declaration contemplates the existence, within Scissortail, of three or more distinct areas herein called "**Community**" or "**Communities**" as well as other individually owned property. The Association is a homeowners association comprised of all Owners of Lots in Scissortail regardless of the Community where the lot is located.

The Association has the power under the Governing Documents to establish standards for conduct and activities for the property within Scissortail. Another component of the overall development is the Design Review Board, which has jurisdiction over all matters of design review for all Lots within Scissortail.

Article 1 Creation of the Development

1.1 Purpose and Intent.

The Declarant, as the owner of the real property described in Exhibit A and Exhibit B, intends by the Recording of this Declaration to create a general plan of development for the planned community known as Scissortail or Scissortail Subdivision. This Declaration provides a flexible and reasonable procedure for future expansion of Scissortail to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising Scissortail. An integral part of the development plan is the creation of the Association to be comprised of all Owners of Lots in Scissortail, to own, operate and/or maintain various Common Areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

This Declaration does not and is not intended to create a unit ownership estate within the meaning of *A.C.A. 18-13-101, et seq*. This document does and is intended to create a real estate development and owners association and a method for the assessment of Lots (as defined herein) to cover costs and expenses.

1.2 Binding Effect and Term.

The real property described in Exhibit A and any of the Exhibit B additional real property which is made a part of Scissortail in the future by Recording one or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the land and title to such property. This Declaration shall be binding on all Persons having any right, title or interest in any portion of Scissortail, their respective heirs, successors, successors-in-title and assigns.

This Declaration shall remain in effect until January 1, 2037. Declarant, the Association, any Owner and their respective legal representatives, heirs, successors and assigns may enforce it. After this initial period, the

Declaration's term shall automatically extend for successive ten (10) year periods unless seventy-five percent (75%) of the then Owners sign and Record, within the year preceding any extension, a document which terminates, adds to or amends, in whole or in part, this Declaration; proved, however, this Declaration shall not be terminated without the written consent of the City and only as long as any termination document makes satisfactory arrangements for the continued maintanence of all private streets and common areas.

If any provision of this Declaration would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of the youngest living President of the United States having a descendant. Nothing in this section shall be construed to permit termination of any easement, covenant, restriction or obligation created in this Declaration without the consent of the holder of such easement.

1.3 Governing Documents.

The Governing Documents create a general plan of development for Scissortail which may be supplemented by additional covenants, restrictions and easements applicable to the property within Scissortail. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions and/or the provisions of any other articles of incorporation, bylaws or rules or policies, this Declaration shall control.

Nothing in this section shall preclude the Recording of a Supplemental Declaration or other document applicable to any portion of Scissortail containing additional restrictions or more restrictive provisions. However, any Person who seeks to Record any document applicable to Scissortail must obtain the Declarant's written consent so long as the Declarant owns any property described in Exhibits A or B of this Declaration. Any attempted Recordation without such consent shall result in such document being void and of no force and effect unless subsequently approved by Recorded consent signed by the Declarant, so long as the Declarant owns any of the Properties.

All provisions of the Governing Documents shall apply to all Owners and to all occupants of all Lots, as well as their respective tenants, guests and invitees. Any lease of a Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of Governing Documents.

If any provision of this Declaration is determined by judgment or court order to be invalid or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

Article 2 Definitions.

The terms used in the Governing Documents shall be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below. If not defined herein, capitalized terms shall be defined as set forth in this Declaration, as applicable.

2.1 "**Architectural Review Committee**": Reference to the Architectural Review committee shall mean the Design Review Board, the two phrases being synonyms for the same body.

2.2 "**Articles**": The Articles of Incorporation, as amended from time to time, for the Scissortail Property Owners' Association, Inc., which shall be filed with the Arkansas Secretary of State.

2.3 "**Assessment(s)**": The Base Assessment, any Services Assessment, any Special Assessment, or any Specific Assessments; provided, however, at no time shall the Developer be laible for any Assessment whatsoever.

2.4 "**Association**": The Scissortail Property Owners' Association, Inc., an Arkansas not for profit corporation, its successors or assigns.

2.5 "**Base Assessment**": Assessments levied on all Lots subject to assessment under Article 8 of this Declaration to fund Common Expenses for the general benefit of all Lots.

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2.6 "**Board of Directors**" or "**Board**": The body responsible for the governance and administration of the Association as provided in the Governing Documents.

2.7 "**Builder**": Any Person approved by the Declarant who purchases one or more Lots for the purpose of building residential dwellings which will be sold to the general public. A Builder shall not be responsible for Base Assessments for a period of one year from the date the Builder (or any affiliate of the Builder) takes title to a lot.

2.8 **"Builder Assessment"**: Assessments levied by the Declarant, the Association or the Design Review Board on all Lots on which construction has begun (either by a Builder or otherwise) to cover all costs of debris removal, the failure to comply with development restrictions in general or these Declarations in particular. Builder Assessments shall be payable in advance or a monthly or quarterly basis and some portion of the said Builder Assessment may be returned if the Declarant determines that the Builder has made a compelling case as to why he/she/it was unable to comply with the literal application of this Declaration to his/hers/its Lot(s)...

2.9 "**Bylaws**": The Governing Document appearing at Exhibit D to this Declaration, as amended.

2.10 "**Certificate of Architectural Compliance**": Certificate issued pursuant to Section 4.7 to this Declaration.

2.11 **"City"**: The City of Rogers, Benton County, Arkansas.

2.12 **"Class B Control Period"**: The period of time during which the Declarant as the Class B Member is entitled to exercise, among other things, any addition or annexation rights under Section 9.1 to this Declaration as well as all rights provided for the Class B Member under the Bylaws.

2.13 **"Common Area"** or **"Common Areas"**: All real and personal property, including, but not limited to, easements, all roadways within the Development, excluding that portion of the roadway that serves as the entrance to the Subdivision which is to be dedicated to the City of Rogers pursuant to the final plat of the Subdivision, all storm water management facilities located within the Development and such facilities, if any, located offsite that serve the Development, guard houses or gates leading into the Development, and any Community Common Area, if any, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

2.14 **"Common Expenses"**: The actual and estimated expenses incurred or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not be limited to those expenses relative to the care of Common Area. Common Expenses shall not include any expenses incurred during the Class B Control Period for initial development or other original construction costs unless approved by Members representing a majority of the total Class A votes of the Association.

2.15 **"Community"** or **"Communities"**: A group of Lots designated as a distinct area, section or phase. A Community may be comprised of more than one housing type and may include noncontiguous parcels of property. Initially, there shall be three Communities which shall be designated by the names "SAVANNA", "SILHOUETTE" and "SEQUOIA." Any one or more of these names may be amended or changed at any time at the sole discretion of the Declarant.

2.16 **"Community Board Member"**: Such Association board member elected from within a Community for representation of such Community interests on the Association Board.

2.17 **"Community Common Area"**: A Common Area primarily benefiting one or more, but less than all, of the Communities, as more particularly described in Article 12 of this Declaration.

2.18 **"Declarant"**: Scissortail Partners, LLC, an Arkansas limited liability company, its successor or assigns, or any entity which takes title to any portion of the Exhibit A or B real property for the purpose of development and/or sale and which is designated as Declarant in a Recorded document executed by the immediately preceding Declarant.

2.19 "**Dedicated Property**": Real property dedicated by recorded document to a public authority and/or utility for public use.

2.20 "**Design Review Board**": The entity with jurisdiction over the approval and denial of all applications for new construction and modifications of existing construction. The DRB shall be established as provided under Section 4 to this Declaration. There shall be one Design Review Board or Architectural Review Committee for all of the Communities.

2.21 "**Design Review and Development Guidelines**": The architectural rules, policies and requirements governing new construction and modifications within the Properties as administered by the Design Review Board also known as the Architectural Review Committee.

2.22 "**Development Plan**" or "**Development**": The entire tract of real property described on Exhibit A as well as all annuities, rights and benefits created hereunder and the land use plan for the development of Scissortail Subdivision approved by the City of Rogers, Arkansas and recorded with the Circuit Clerk of Benton County, Arkansas, as it may be amended, which may include all of the property described in Exhibit A and all or a portion of the property described in Exhibit B. Inclusion of real property on the Development Plan shall not, under any circumstances, obligate Declarant to subject such real property to this Declaration, nor shall the omission of real property described in Exhibit B from the Development Plan bar later submission of such real property to this Declaration as provided in Article 9 of this Declaration.

2.23 "**Governing Documents**": A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws (Exhibit D), the Articles, the Use Restrictions and Rules (Exhibit D) and the Design Review and Development Guidelines (Exhibit F) promulgated in accordance with Section 4 of this Declaration, as amended.

2.24 "**Lot**": Each of the Lots depicted on the plat of the Subdivision Recorded with the Circuit Clerk of Benton County, Arkansas for the Communities.

2.25 "**Member**": A Person subject to membership in the Association pursuant to Section 6.2 of this Declaration. Every Owner shall be a Member, subject to the limitations on co-Owners as provided in this Declaration and the Bylaws.

2.26 "**Mortgage**": A mortgage, a deed to secure debt or any other form of security document affecting title to any Lot.

2.27 "**Mortgagee**": A beneficiary or holder of a Mortgage.

2.28 "**Owner**": One or more Persons who hold the record title to any Lot, including the Declarant or any Builder, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

2.29 "**Person**": A natural person, a corporation, a partnership, a trustee, a limited liability company or any other legal entity.

2.30 "**Plans**": Collectively, the elevation, drawings, application and other documents prepared by an Owner or, as applicable, a Builder, to a Design Review Board.

2.31 "**Properties**": The real property described within Exhibits A and B to this Declaration.

2.32 "**Record**," "**Recording**," or "**Recorded**": To file, filing or filed of record in the official records of the Circuit Clerk of Benton County, State of Arkansas. The date of Recording shall refer to that time at which a document, map or plat is Recorded.

2.33 **"Special Assessment"**: Assessments levied in accordance with Section 8.4 of this Declaration.

2.34 **"Specific Assessment"**: Assessments levied in accordance with Section 8.5 of this Declaration.

2.35 **"Supplemental Declaration"**: A document Recorded pursuant to Article 9 of this Declaration, which accomplishes one or more of the following purposes: (a) subjects additional Exhibit B property to this Declaration; (b) designates a Community or Community Common Area(s); or (c) imposes, expressly or by reference, additional restrictions and obligations on the real property described in such document.

2.36 **"Scissortail"**, **"Scissortail Subdivision"** or the **"Suddivision"**: The real property described in Exhibit A, together with such additional Exhibit B property as is or may be subjected to this Declaration in accordance with Article 9 of this Declaration.

2.37 **"Scissortail Subdivision General Standards"**: The standard of conduct, maintenance or other activity generally prevailing throughout the Scissortail Subdivision. Such standard shall be established initially by the Declarant and may be more specifically defined in the Use Restrictions and Rules (Exhibit C), Design Review and Development Guidelines (Exhibit F) and in Board resolutions, the budget, levels of maintenance and the Association's operation of Common Areas and applicable facilities.

2.38 **"Storm Water Assessment"**: As defined in Section 7.2(B).

2.39 **"Use Restrictions and Rules"**: The initial use restrictions and rules attached hereto as Exhibit C and made a part hereof, as supplemented, modified or repealed pursuant to Article 3 of this Declaration.

[END OF PART ONE]

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PART TWO: CREATION AND MAINTENANCE OF DEVELOPMENT STANDARDS

The standards for use, conduct, maintenance and architecture at Scissortail give the development its identity and make Scissortail a place people want to call "home." The standards are more than simply rules. This Declaration establishes procedures for rulemaking as a dynamic process which allows the standards to evolve as the overall development changes and grows and as technology and public perceptions change.

Article 3 Use and Conduct.

3.1 Framework for Regulation.

The Governing Documents establish, as part of the general plan of development for Scissortail, a framework of affirmative and negative covenants, easements and restrictions which govern Scissortail. Within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technologies which inevitably will affect Scissortail, its Owners and residents. This Article establishes procedures for modifying and expanding the Use Restrictions and Rules. Any modification or expansion shall be effective whether or not Recorded. Each Owner is charged with determining the scope, terms and nature of any restrictions, rules and Design Review and Development Guidelines pertaining to Scissortail, whether or not such documents are Recorded, provided such document is adopted pursuant to the terms of this Declaration.

3.2 Rule Making Authority.

(1) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may modify, cancel, limit, create exceptions to or expand the Use Restrictions and Rules. The Use Restrictions and Rules will apply to Lots, Common Areas, Owners, Persons, Community, Community Common Areas and the Association. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective, after compliance with subsection (3) below, unless disapproved at a meeting by Members representing more than fifty percent (50%) of the total Class A votes in the Association and by the Declarant as the Class B Member, if any. The Board shall have no obligation to call a meeting of the Members to consider disapproval except on receipt of a petition of the Members as required for special meetings in the Bylaws.

(2) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to or expand the Use Restrictions and Rules by a vote of Members representing more than fifty percent (50%) of the total Class A votes in the Association and the approval of the Class B Member, if any.

(3) In an effort to assist any Owner in discharging their duty of inquiry under 3.1 of this Declaration, at least thirty (30) days prior to the effective date of any action taken under subsections (1) or (2) of this section, the Board shall send a copy of the new rule or explanation of any changes to the Use Restrictions and Rules to each Owner specifying the effective date which, in no event, will be sooner than thirty (30) days from the date of adoption. The Association shall provide, without cost, a copy of the Use Restrictions and Rules then in effect to any requesting Member or Mortgagee. Failure to affirmatively provide a copy of the new rule or explanation of any changes in the Use Restrictions and Rules, unless an Owner, Member or Mortgagee expressly requests in writing a copy of the same, shall not affect the validity or effect of such rule or explanation thirty (30) days after adoption.

(4) Notwithstanding anything to the contrary set forth herin, in no event shall the Board (or the Association) take any action which relinquishes or releases the obligations of the Association to maintain all private streets or common areas without the express written consent of the City.

3.3 Owners' Acknowledgment and Notice to Purchasers.

All Owners are given notice that use of their Lots and the Common Area is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a

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deed to a Lot or portion of the Subdivision, is deemed to be acknowledging and agreeing that the use and enjoyment and marketability of such Owner's Lot can be affected by this provision and that the Use Restrictions and Rules may change from time to time. All purchasers of Lots are on notice that changes may have been adopted by the Association. Copies of the current Use Restrictions and Rules may be obtained from the Association as provided above.

3.4 Protection of Owners and Others.

Except as may be contained in this Declaration either initially or by amendment or in the Use Restrictions and Rules and the Design Review and Development Guidelines, all policies and regulations shall comply with the following provisions:

(A) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, the Design Review and Development Guidelines and Use Restrictions and Rules may vary as each specific Community within the overall development.

(B) Displays. The rights of Owners to display religious and holiday signs, symbols and decorations inside structures on their Lots of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place and manner restrictions with respect to displays visible from outside the dwelling. No rules shall unreasonably regulate the content of political signs. The rules may regulate the time, place and manner of posting such signs (including design criteria).

(C) Household Composition. No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and such occupants' fair use of the Common Area.

(D) Activities within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Board of Directors of the Association, in the Board's sole discretion, may prohibit activities or practices not normally associated with property restricted to residential use and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling or that create an unreasonable source of annoyance.

(E) Alienation. No rule shall prohibit transfer of any Lot or require consent of the Association or Board for transfer of any Lot. The Association may require the payment of a fee for transfer, but shall not impose any fee on the transfer of any Lot greater than an amount reasonably based on the costs to the Association of administering that transfer.

(F) Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule and which was in compliance with all rules previously in force. This dispensation shall apply only for the duration of such Owner's ownership of the Lot personally and this right shall not run with title to any Lot.

(G) Reasonable Basis. No rule may prohibit any activity, condition or conduct unless a reasonable basis exists for the enactment of such rule. For purposes of this subsection, reasonable basis may include, but not be limited to, restrictions as to time, place and manner of activity or conduct or concerns relating to safety, fair use of Common Area, cost, aesthetics or the goals of the Development Plan.

(H) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop the Properties.

The limitations in subsections (A) through (H) of this section shall only limit rulemaking authority exercised under Section 3.2 of this Declaration; they do not limit amendments to this Declaration adopted in accordance with Article 18 of this Declaration or rights retained by the Declarant under Section 9.1 of this Declaration.

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Article 4 Architecture and Landscaping.

4.1 General.

The Design Review Board shall have primary jurisdiction over all matters of design review for all property in Scissortail, which shall include, but is not limited to, all fences and mailboxes. The Design Review Board may, however, delegate some of its power or responsibilities, with respect to design review for Scissortail to the Association. Unless and until such time as the Design Review Board delegates in writing all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural matters; provided, however, any matters delegated or assigned in writing to the Association may at any time be withdrawn or restricted in any way or manner that the Design Review Board deems appropriate. To assist with an Owner's navigation of the design review process and standards, the Design Review Board adopts the Design Review and Development Guidelines as initially set out in Exhibit F, which may be amended from time to time as provided in Section 1.3 to the Design Review and Development Guidelines. The Declarant shall act as the Design Review Board until the earlier of: (a) the termination of the Class B Control Period; or (b) the Declarant by Recorded document assigns oversight of the Design Review Board to the Association.

4.2 New Construction.

The Design Review Board shall have exclusive oversight of all new construction within Scissortail, including but not limited to those elements defined as modifications in the Design Review and Development Guidelines. So long as Declarant owns any portion of the Properties, Declarant, by agreement with the Design Review Board, may establish a higher standard of design review for initial construction for all or a portion of Scissortail than that which is or was applicable to other portions of Scissortail. In such event, Declarant shall administer the design review standards that exceed those imposed by the Design Review Board in accordance with procedures, policies and standards agreed on by Declarant and the Design Review Board.

4.3 Modifications.

The Design Review Board shall have exclusive oversight of all modifications to existing construction within Scissortail, including but not limited to all exterior improvements, structures, out-buildings, recreational equipment or facilities and any appurtenances thereto or components thereof of every type and kind and all landscaping features, including, but not limited to, repairing, replacing, painting, or improving: buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar panels, painting or other finish materials on any visible surface, additions, walkways, sprinkler systems, garages, driveways, fences, mailboxes screening walls, retaining walls, stairs, decks, landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior lighting, poles, sporting fixtures such as basketball goals, temporary sporting features such as temporary basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating and water softening equipment (collectively, modifications). If the Design Review Board delegates in writing to the Association its design review authority for exterior alterations of existing improvements or planting or removal of landscaping, the Association shall utilize the standards and practices adopted by the Design Review Board or as more fully set forth herein. The structure, policies, procedures and standards set forth in this section shall apply unless the Design Review Board otherwise establishes or modifies such matters; provided, however, those matters delegated or assigned in writing to the Association may at any time be withdrawn or restricted in any way or manner that the Design Review Board deems appropriate.

4.4 No Waiver of Future Approvals.

Each Owner acknowledges that the members of the Design Review Board reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Declaration or the Design Review and Development Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed activity on a Lot within the scope of this Article until such activities have been completed, in which case it may be necessary to require changes to the improvements involved. Approval of applications or Plans for any activities done or proposed or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of

the right of the Design Review Board to withhold approval as to any similar applications, Plans or other matters subsequently or additionally submitted for approval.

4.5 Variances.

The Design Review Board may authorize in writing variances from compliance with the Design Review and Development Guidelines: (a) in narrow circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence; or (b) when circumstances such as topography, natural obstructions or aesthetic or environmental considerations so require, but only in accordance with duly adopted rules and regulations. A variance may be granted only when special circumstances so dictate and no variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Design Review Board from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, issuance of any building permit or satisfy the terms of any financing commitment shall not constitute hardships.

4.6 Limitation of Liability.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any application pursuant to this Article are made on the basis of aesthetic considerations only and the Design Review Board shall not bear any responsibility for ensuring: (a) structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements; or (c) conformity of quality, value, size or design among Lots.

Declarant, the Design Review Board, the Association, the Board and any committee or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work or for any defects in plans revised or approved hereunder or for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Design Review Board shall be defended and indemnified by the Association as provided in Section 7.6 of this Declaration.

4.7 Certificate of Compliance.

Any Owner may request that the Design Review Board issue a Certificate of Architectural Compliance certifying that there are no known violations of this Declaration. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such Certificate of Architectural Compliance; provided, however, a Certificate of Architectural Compliance shall not be issued until all Assessments have been paid in full. Issuance of a Certificate of Architectural Compliance shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of the Certificate of Architectural Compliance.

4.8 Fees; Assistance.

The Design Review Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant, the Design Review Board and the Association may employ architects, engineers or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

4.9 Declarant and Design Review Board Address.

For purposes of this Article 4, Owners or, as applicable, Builders shall submit applications to: the Scissortail Design Review Board, _____, Bentonville, Arkansas 72712. Any change in the above notice address shall be given through a filing in the real property records of Benton County, State of Arkansas designated a "**Change of Address for Design Applications**" providing the new address for submission of applications.

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Article 5 Maintenance and Repair.

5.1 Maintenance of Lots.

Each Owner (including any Builder) shall maintain such Owner's Lot, including all landscaping and improvements comprising the Lot, in a manner consistent with the Governing Documents, the Scissortail General Standards and all applicable covenants, unless, such maintenance responsibility is otherwise assumed by or assigned to the Association or any Community pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot. Under no cicumstances shall maintanence be assigned to the City without the express consent of the City.

5.2 Maintenance of Community Common Areas.

The Association shall maintain and pay all costs of operating, maintaining and insuring all Common Areas and Community Common Areas, including any improvements appurtenant thereto in a manner consistent with the Governing Documents, the Scissortail General Standards and all applicable covenants. The costs of maintaining and insuring Common Areas shall include, but are not limited to, all costs associated with all storm water management facilities referenced in Section 7.2(B). In addition, these costs shall include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space within the Subdivision and adjacent private streets within the Subdivision and lakes or ponds within the Subdivision, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Community which are similarly situated shall be treated the same. Under no circumstances shall maintanence for any Common Areas be assigned to the City without the express written consent of the City.

5.3 Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other documents creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with the Scissortail-Wide General Standards as set forth herein.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on such Owner's Lot, less a reasonable deductible. In addition, each Owner agrees to clear and remove all debris resulting from a casualty or catastrophe (whether covered by insurance or not) within fifteen (15) days of such event and to complete such removal/clean up operations within fifteen (15) days thereafter.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 4 of this Declaration. Alternatively, the Owner shall clear the Lot and maintain the Lot in a neat and attractive, landscaped condition consistent with the Scissortail General Standards. The Owner shall pay any costs which are not covered by insurance proceeds.

[END OF PART TWO]

PART THREE: GOVERNANCE AND ADMINISTRATION OF THE DEVELOPMENT

The success of Scissortail is dependent on the support and participation of every Owner in its governance and administration. This Declaration establishes the Association as the mechanism by which each Owner is able to provide that support and participation. While many powers and responsibilities are vested in the Association's Board of Directors, some decisions are reserved for the Association's membership, the Owners of Lots in Scissortail.

Article 6 The Association and its Members.

6.1 Function of Association.

The Association is the entity responsible for management, maintenance, operation and control of the Common Area. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Arkansas. The Association shall have the right to delegate some or all of its responsibilities under the Governing Documents to one or more third party management companies and to treat all fees and costs charged by a management company as a Common Expense.

6.2 Membership.

Every Owner is a Member of the Association. There is only one (1) membership interest (and corresponding vote) per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(C) of this Declaration and in the Bylaws. All such co-Owners of a lot shall be jointly and severally obligated to perform the responsibilities of a Owner. The membership rights of an Owner which is not a natural person may be exercised by any officer, manager, member, director, partner or trustee or by the individual designated in writing from time to time by the Owner and provided to the Secretary of the Association. Upon taking title to any Lot, each Owner shall provide the Association with a copy of the title transfer document evidencing the Owner's entitlement to membership in the Association. Until such time as an Owner provides the Association with such title transfer document, that Person or putative Owner shall have no membership within the Association or right to vote.

Notwithstanding the foregoing, a Member shall not be entitled to vote on any matter so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

6.3 Voting.

The Association shall have two (2) classes of membership, Class A and Class B.

(A) Class A. Class A Members shall be all Owners except the Class B Member. Class A Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 6.2 of this Declaration, except that there shall be only one (1) vote per Lot and, except for property held by the Declarant, no vote shall be exercised for any property which is exempt from assessment under Section 8.9 of this Declaration. All Class A votes shall be cast as provided in Section 6.3(3) below.

(B) Class B. There shall be only one Class B Member, the Declarant. The Class B Member may appoint all members of the Board of Directors during the Class B Control Period, as specified in Section 3 of the Bylaws. Additional rights of the Class B Member are specified in the relevant sections of the Governing Documents. After termination of the Class B Control Period, the Class B Member shall have a right to disapprove actions of the Board and committees as provided in Section 3.19 of the Bylaws.

The Class B membership shall terminate on the earlier of:

(i) expiration or termination of the addition and annexation rights reserved to the Declarant in Section 9.1 to this Declaration; or

(ii) when, in Declarant's discretion, Declarant so determines and declares in a Recorded document.

On termination of the Class B membership, Declarant shall be a Class A Member entitled to one (1) Class A vote for each Lot which Declarant owns and, during Declarant's ownership of such Lots, Declarant shall not be responsible for Base Assessments or payment of any Common Expenses.

(C) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-laws, the vote for each Lot owned by a Class A Member shall be exercised by the Member or proxy representing the Lot. The Member may cast all such votes as such Member, in such Member's discretion, deems appropriate.

In any situation where a Member is entitled personally to exercise the vote for such Member's Lot and there is more than one (1) Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise such vote; however the Lot shall be counted for quorum purposes. Notwithstanding the foregoing, a Member shall not be entitled to vote on any matter so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

6.4 Community Voting.

(A) Community. The Members of any Community may request that the Association provide a higher level of service than that which the Association generally provides to the other Communities or may request that the Association provide special services for the benefit of Lots in that Community. On the affirmative vote, written consent or a combination thereof, of the Owners of a majority of the Lots within the Community, and the approval of the Board the Association shall provide the requested services; provided, however, the Board, in its sole discretion, may deny any such request by one or more of the Communities.

The cost of such services requested by a Community and provided by the Association, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot to all of the Community receiving the service), shall be assessed against the benefited Lots within that Community as a Special Assessment, applicable to that Community only.

Exhibit A to this Declaration and each Supplemental Declaration submitting additional property to this Declaration may initially assign the property submitted thereby to a specific Community (by name or other identifying designation), which Community may be then existing or newly created. So long as Declarant has the right to subject additional property to this Declaration pursuant to Section 9.1 of this Declaration, Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Community boundaries; provided, however, without the consent of the Owners of a majority of Lots in the affected Community, Declarant shall not combine two or more Communities.

(B) Community Representation on Association Board. At at all times Declarant has the right to appoint and discharge each member of the Board during the Class B Control Period. Following expiration of the Developer Control Period, each Community shall elect a Community Board Member pursuant to the provisions below and as provided in the Bylaws, who shall represent the interests of the Owners of Lots within such Community. In addition, each Community shall elect an alternate Community Board Member, as provided below. The Community Board Member and alternate must be an Owner of a Lot within the Community which is represented.

The Community Board Member and alternate Community Board Member from each Community shall be elected as set forth in the Bylaws, either by written ballot cast by mail or at a meeting of the Class A Members within such Community, as the Board determines. On written petition signed by Class A Members holding at least ten percent (10%) of the votes attributable to Lots within any Community, the election for such Community shall be held at a meeting. The presence, in person or by proxy or by written ballot, of Class A Members representing at least thirty (30%) of the total Class A votes attributable to Lots in the Community shall constitute a quorum at any

Community meeting; provided, however, no Class A Member other than the Declarant shall be entitled to vote so long as there remains outstanding any unpaid Assessments (including Builder Assessments).

The Board shall call for the first election of a Community Board Member from a Community not later than one year after the expiration of the Class B Control Period. Subsequent elections shall be held each year on a date established by the Board. Each Class A Member who owns a Lot within the Community shall be entitled to cast one (1) vote per Lot owned. The candidate who receives the greatest number of votes shall be elected as Community Board Member and the candidate receiving the next greatest number of votes shall be elected as the Alternate Community Board Member. The Community Board Member and the Alternate Community Board Member shall serve a term of one (1) year or until their successors are elected; provided, however, no Class A Member other than the Declarant shall be entitled to vote so long as there remains outstanding any unpaid Assessments (including Builder Assessments).

Any Community Board Member may be removed, with or without cause, on the vote or written petition of Owners of a majority of the total number of Lots owned by Class A Members in the Community which the Community Board Member represents.

Article 7 Association Powers and Responsibilities

7.1 Acceptance and Control of Association Property.

The Association, through Board action, may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant and the Declarant's designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in Exhibits A or B. The Association shall accept and maintain such property at the Association's expense for the benefit of the Association's Members, subject to any restrictions set forth in the deed or other document transferring such property to the Association. The Association may hire or retain third party management companies and treat any fees or costs assessed by the management company as a Common Expense. On written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of Scissortail originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

The Declarant shall not bear any responsibility for any damages caused by mold or by some other agent, that may be associated with defects in Common Area improvements and construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

7.2 Maintenance of Common Areas.

(A) Maintenance in General. The Association shall maintain, in accordance with the Scissortail General Standards and the business judgment rule, the Common Areas, which shall include, but need not be limited to:

(i) all portions of and structures situated in the Common Areas;

(ii) such portions of any additional property included within the Common Areas as may be dictated by this Declaration, any Supplemental Declaration or any contract or agreement for maintenance thereof entered into by the Association;

(iii) all roadways located within the Development;

(iv) any and all security features constructed or installed within the Development, including, but not limited to, guard houses, gates, and walls or fencing;

(v) all storm water management facilities located within the Development or offsite storm water management facilities that serve the Development, including improvements and equipment installed therein or used in connection therewith, subject to the provisions of Section 7.2(B); and

(vi) any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and the

Association's Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Common Area and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall have the right to enter on, for the purpose of maintaining and may maintain other property which the Association does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Scissortail General Standards.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which the Association does not own, except to the extent that the Association has been negligent in the performance of maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Areas in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing seventy-five percent (75%) of the Class A votes in the Association and the Class B Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Common Area shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described in Exhibits A or B of this Declaration.

The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense; provided, the Association may seek reimbursement from the Owner(s) of or other Persons responsible for, certain portions of the Properties pursuant to this Declaration, other Recorded covenants or agreements with the Owner(s) thereof. Maintenance, repair and replacement of a Community Common Area shall be a Community Expense assessed to the Community or multiple Communities to which the Community Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(B) Maintenance of Storm Water Management Facilities. Under and pursuant to various regulations from time-to-time adopted and implemented by the City, responsibility for maintenance and repair of storm water management facilities developed, constructed or installed within the Development, or to service the Development, is imposed upon the owners of the Lots within the Development. The Declarant, the Design Review Board or the Association shall not have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences Such facilities are hereby declared to constitute Common Areas of the Development whether on or offsite.

By acceptance of the deed or other instrument of conveyance for his or her lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay any assessment levied to offset the cost incurred for the care and maintenance of any storm water management facility servicing the Development hereinafter referred to as the "**Storm Water Assessment**." This Storm Water Assessment, together with such interest thereon and cost of collection as provided below, shall be a continuing lien on the Lot affected and shall also be a personal obligation of the Owner of such Lot from the date when the Storm Water Assessment is due and payable until paid in full. Such personal obligation prior Owner shall not pass to successors in title to the affected Lot unless expressly assumed in writing by such successor. Any Storm Water Assessment levied as set forth in these covenants and conditions shall become a lien on the affected Lot as soon as such assessment is due and payable. In the event any Owner fails to pay the Storm Water Assessment when due, the Storm Water Assessment shall then bear interest at the maximum legal rate permitted by the State of Arkansas on the date when such Storm Water Assessment is due and shall continue to accrue at that rate until it is paid in full. Such Storm Water Assessment shall be due fifty (50) days after the date it has been fixed and levied and, if not paid, shall become delinquent and the payment of both the principal and interest may be enforced as in the case of a laborer's lien on the affected Lot, and a notice of such lien may be filed with the Circuit Clerk of Benton County, Arkansas. In the event legal proceedings are commenced to collect the Storm Water Assessment, or if the services of any attorney are retained by the Board, the non-paying Owner or

Owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment as provided above.

The Storm Water Assessment shall be used exclusively to offset any cost associated with repairing or maintaining any storm water management facility which services the Development.

These covenants and conditions shall run with the land and shall be binding on the present owner and all persons hereafter acquiring title in any manner to any part of the Development.

7.3 Insurance.

7.3.1 Required Coverages. The Association, acting through the Board or the Board's duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(A) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area to the extent that Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(B) Commercial general liability insurance on the Common Area, insuring the Association and the Association's Members for damage or injury caused by the negligence of the Association or any of the Association's Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least Two Million Dollars ($2,000,000) per occurrence with respect to bodily injury, personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(C) Workers' compensation insurance and employers' liability insurance, if and to the extent required by law;

(D) Directors and officers' liability coverage;

(E) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-sixth ($1/6^{th}$)of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based on the exclusion of Persons serving without compensation; and

(F) Such additional insurance as the Board, in the Board's business judgment, determines advisable.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Community, obtain and maintain property insurance on the insurable improvements within such Community which insurance shall comply with the requirements of this Section 7.3.1(1). Any such policies shall provide for a certificate of insurance to be furnished, on request, to the Owner of each Lot insured.

Premiums for all insurance on the Common Area shall be Common Expenses, except that: (a) premiums for property insurance on Lots within a Community shall be a Community Expense; and (b) premiums for insurance on Community Common Areas may be included in the Community Expenses of that particular Community or multiple Communities to which such Community Common Areas are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

7.3.2 Policy Requirements. The Association shall arrange for an annual review of the sufficiency of the Association's insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Bentonville area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, on request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3.1 of this Declaration. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Community Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.24 of the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment.

(A) Additional Policy Requirements. All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Arkansas which satisfies the requirements of the Federal National Mortgage Association or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and the Members. Policies secured on behalf of a Community shall be for the benefit of the Owners within the Community and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(viii) include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer on account of any one or more individual Owners or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of such Owner's authority on behalf of the Association.

(B) Desirable Policy Components In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board, officers, employees and its manager, the Owners and their tenants, servants, agents and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non- renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

7.3.3 Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or the Board's duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition which existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total Class A votes in the Association and the Class B Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with Scissortail General Standards.

Any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of the Members or the Owners of Lots within the insured Community, as appropriate and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3.1 of this Declaration.

7.4 Compliance and Enforcement.

Every Owner (including Builders) and occupant of a Lot shall at all times comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in Section 3.24 of the Bylaws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien on the violator's Lot. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator, but if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine on notice from the Board);

(ii) suspending an Owner's right to vote in all matters;

(iii) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of Article 4 of this Declaration and to restore the Lot to its previous condition and, on failure of the Owner to do so, the Board or the Board's designee shall have the

right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article 4 of this Declaration from continuing or performing any further activities in Scissortail; and

(viii) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 3.24 of the Bylaws; exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, determined in the sole discretion of the Board, the Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, the Association shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, by agreement, may, but shall not be obligated to, enforce applicable city and county ordinances and may, but shall not be obligated to, permit Benton County or the City of Rogers to enforce ordinances within the Properties for the benefit of the Association and the Members.

While conducting the business affairs of the Association, the Board shall act within the scope of the Governing Documents and in good faith to further the legitimate interests of the Association and the Members. In fulfilling the Board's governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise the Board's power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

7.5 Implied Rights; Board Authority.

The Association may exercise any right or privilege expressly given to the Association by the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others.

Subject to Arkansas law, the Association shall indemnify every officer, Director, third party management company, and committee member, including the Design Review Board aagainst all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, Director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this section.

The officers, Directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association).

The Association shall indemnify and forever hold each such officer, Director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, Director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.7 Security.

The Association may, but shall not be obligated to, maintain or support certain activities at Scissortail designed to enhance the security of Scissortail. Neither the Association nor Declarant are insurers or guarantors of security at Scissortail, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

The Association and Declarant make no representation or warranty that any systems or measures, including any mechanism or system for limiting access to Scissortail, cannot be compromised or circumvented or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform such Owner's tenants and all occupants of the Owner's Lot that the Association, its Board and committee members and Declarant are not insurers and that each Person at Scissortail assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

7.8 Powers of the Association Relating to Communities.

The Association shall have the power to veto any action taken or contemplated to be taken by any Community which the Board reasonably determines to be adverse to the interests of the Association or the Members or inconsistent with the Scissortail General Standards. The Association also shall have the power to require specific action to be taken by any Community in connection with the Association's obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Community shall take the action specified by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Community fails to comply, the Association shall have the right to take such action on behalf of the Community and levy Specific Assessments to cover the costs thereof, as well as an administrative charge and sanctions.

7.9 Provision of Services.

The Board may enter into and terminate contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members and their guests, lessees and invitees; the Board may charge use and consumption fees for such services and facilities. By way of example, some services and facilities which might be offered include landscape maintenance, pest control service, cable television service, security, caretaker, transportation, snow or debris removal, fire protection, utilities and similar services and facilities. Services specifically provided to Lots comprising a Community or multiple Communities shall constitute Community Expenses for those Communities receiving the services only. Notwithstanding the foregoing, Declarant has made a capitol expenditure on behalf of all prospective Owners so as to ensure each lot has f iber optic access. Declarant and the Association have entered into a reimbursement agreement whereby, Declarant will be repaid for its investment over a twenty (20) year period by a special month assessment.

7.10 Facilities and Services Not Open to the Public.

Certain facilities and areas within the Common Area shall not be open for the use and enjoyment of the public. Such facilities and areas include, by way of example: greenbelts, trails and paths, parks and other neighborhood spots at which to gather and interact and roads, sidewalks, medians and parking lots; provided, however,. Declarant may designate some areas and facilities as open to the public at the time Declarant makes such facilities or areas a part of the Common Area or the Board may so designate at any time thereafter.

7.11 Association's Responsibility with Respect to Transfer of Lots.

If required by law, the Association shall furnish to the purchaser of a Lot, within seven (7) days after receipt of notice of a pending sale of the Lot given in accordance with Article 16 of this Declaration, a copy of the Governing Documents, if not otherwise received by the purchaser in connection with such sale and a dated document containing the following:

(i) the telephone number and address of a principal contact for the Association, as designated by the Board;

(ii) the amount of all assessments, fees or charges then owed by the seller of the Lot;

(iii) a statement regarding whether any portion of the subject Lot is covered by insurance the Association maintains;

(iv) a statement regarding whether the Association has any knowledge of any alterations or improvements to the Lot that violate any provision of this Declaration;

(v) a statement as to whether the Association has knowledge of any violations of local health or building codes with respect to the Lot; and

(vi) a statement of case names and case numbers for pending litigation with respect to the Lot filed by the Association against the Member or filed by the Member against the Association.

The Association may charge a fee to cover the costs the Association incurs in preparing any document required by this section.

Article 8 Association Finances.

8.1 Budgeting and Allocating Common Expenses.

Prior to or contemporaneous with the invoicing of assessments, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3 of this Declaration. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 8.6 of this Declaration; provided, however, at no time shall the Declarant be liable for Assessments of any kind.

The Association, through the Board, is authorized to levy Base Assessments, in accordance with the initial amounts set forth in Exhibit E, or by some other formula adopted by the Board, against all Lots subject to assessment under Section 8.6 of this Declaration to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. Notwithstanding the foregoing, the Board may vote to exempt one or more Lots from Base Assessments so long as all of the Lots are owned by the same Owner and the combined Lots are part of one integrated estate (and the application for approval of a dwelling unit reflects the combined Lots) supporting one single family dwelling unit. If at any time one or more of the Lots is conveyed to a third party, the conveyed Lot shall immediately become subject to all Assessments.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget (and Assessments) most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Assessments from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above. Notwithstanding any provision to the contrary, the Board may, in the Board's sole discretion, increase the Base Assessment, provided such increase is uniform to all Lots and is no greater than twenty percent (20%) in any fiscal year.

8.2 Budgeting and Allocating Community Expenses.

At the same time as the Association-wide budget, if necessary, the Board shall prepare a separate budget covering the estimated Community Expenses for each Community on whose behalf specific Community Expenses are expected to be incurred during the coming year. Each such budget shall include any costs for additional services or a higher level of services which the Owners in such Community have approved pursuant to Section 6.4.1 of this Declaration and any contribution to be made to a reserve fund pursuant to Section 8.3 of this Declaration. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and the amount required to be generated through the levy of Community and Special Assessments against the Lots in that Community.

The Association, through the Board, is authorized to levy Community Assessments, in accordance with the formula set forth in Exhibit E, or by some other formula, against all Lots in any or all of the Communities which are subject to assessment under Section 8.6 of this Declaration to fund Community Expenses; provided, if so specified in the applicable Supplemental Declaration or if so directed by petition signed by a majority of the Owners within that Community, any portion of the assessment intended for exterior maintenance of structures, insurance on structures or replacement reserves which pertain to particular structures shall be levied on each of the benefited Lots in proportion to the benefit received.

The Board shall cause a copy of the Community budget and notice of the amount of the Community Assessment for the coming year to be delivered to each Owner in the Community together with any invoice for Base or Community Assessments. Such budget and assessment shall become effective unless disapproved at a meeting of the Community by Owners of a majority of the Lots in the Community to which the Community Assessment applies. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Lots in that Community. This right to disapprove shall only apply to those line items in the Community budget which are attributable to services requested by the Community and shall not apply to any item which the Governing Documents require to be assessed as a Community Assessment.

If the proposed budget for any Community is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

The Board may revise the budget for any Community and the amount of any Community Assessment from time to time during the year, subject to the notice requirements and the right of the Owners of Lots in the affected Community to disapprove the revised budget as set forth above.

8.3 Budgeting for Reserves.

The Board shall prepare and review at least annually reserve budgets for, respectively, the Common Area and for each Community for which the Association maintains capital items as a Community Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 of this Declaration and the Community Expense budgets adopted pursuant to Section 8.2 of this Declaration, as appropriate, capital contributions to fund reserves in amounts sufficient to meet projected needs with respect both to amount and timing by annual contributions over the applicable budget period.

8.4 Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted included expenses for storm water maintenance facilities as discussed in Section 7.2(B). Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses or against the Lots within any Community if such Special Assessment is for Community Expenses. The Association shall levy any Special Assessment in accordance with the formula set forth in Exhibit "E." Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members (if a Common Expense) or Community Owners (if a Community Expense) representing more than fifty percent (50%) of the total votes allocated to Lots which will be subject to such Special Assessment and the affirmative vote or written consent of the Class B Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5 Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(1) to cover the costs, including overhead and administrative costs, of providing services to a Lot on request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 7.9 of this Declaration). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(2) to cover costs incurred in bringing a Lot into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.24 of the Bylaws, before levying any Specific Assessment under this subsection (2).

The Association may levy a Specific Assessment against the Lots within any Community to reimburse the Association for costs incurred in bringing the Community into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners of Lots in or the Community Board Member representing, the Community and an opportunity for such Owners or Community Board Member to be heard before levying any such assessment.

8.6 Authority to Assess Owners; Time of Payment.

The Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence on Recording of this Declaration with the Circuit Clerk of Benton County, Arkansas.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the Base Assessment and any Community Assessment shall be due and payable in advance on the first (1st) day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on such Owner's Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Obligation for Assessments.

8.7.1 Personal Obligation. Each Owner (including any Builder), by accepting a deed or entering into a Recorded contract of sale for any Lot or any other portion of Scissortail, is deemed to covenant and agree to pay all Assessments authorized in the Governing Documents, including Builder Assessments; provided, however, the Assessments provisions of the Governing Documents shall not apply to any lot owned by the Declarant. All Assessments, together with interest such rate as the Board may establish from time to time, subject to the limitations of Arkansas law, late charges as determined by Board resolution, costs and reasonable attorneys' fees, shall be the

personal obligation of each Owner and a lien on each Lot until paid in full. On a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance.

Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay any of the Assessments. In such event, each Owner shall continue to pay all Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt themselves from liability for Assessments by non-use of Common Area, abandonment of a Lot asserting that there are no structures or improvements on the Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

The Association shall, on written request from an Owner, Mortgagee or other Person designated by the Owner, furnish a certificate, in recordable form, signed by an officer of the Association setting forth whether Assessments for such Owner's Lot have been paid and any delinquent amount. Such certificate shall be binding on the Association, the Board and the Owners. If the Association fails to provide such certificate within seven (7) business days after receipt of a written request, any lien for unpaid assessments then due shall be extinguished, if Arkansas law requires extinguishment in such case. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.8 Lien for Assessments.

All Assessments and other charges of the Association authorized in this Article or elsewhere in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Arkansas law), late charges (subject to the limitations of Arkansas law) and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Arkansas law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment and foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on the Association's behalf; (b) no assessment shall be levied on the Lot; and (c) each other Lot shall be charged, in addition to the usual assessment, its pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association. The Association may sue an Owner for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent Assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such Assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for Assessments on such Lot due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.6 of this Declaration, including such acquirer, the acquirer's successors and assigns.

Notwithstanding any other provision of this Declaration, no governmental authority or public utility shall be liable for Assessments on any Dedicated Property. Dedicated Property shall include, without implied limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements and easements in favor of the City of Rogers or municipal use property.

If only a portion of a Lot is Dedicated Property, any Assessments which arose prior to the dedication shall remain due and owning against the non-dedicated portion of the Lot. If the entire Lot is Dedicated Property, such

unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to Assessment under Section 8.6 of this Declaration.

In the event that a lien exists on any Dedicated Property: (a) if only a portion of the Lot is Dedicated Property, the lien shall remain in effect with respect to the undedicated portion of the Lot and shall terminate with respect to the Dedicated Property; or (b) if the entire Lot is Dedicated Property, the lien shall terminate with respect to the entire Lot.

8.9 Exempt Property.

Notwithstanding any provision to the contrary in the Governing Documents, the following property shall be exempt from payment of any Assessment including any Base Assessments, Community Assessments, Special Assessments, Specific Assessments, or Specific Assessments:

(i) all Common Area and such portions of the property owned by Declarant as are included in the Common Area pursuant to Section 7.2 of this Declaration;

(ii) any and all Dedicated Property including, without implied limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements and easements in favor of the City of Rogers or property identified on the Development Plan as municipal use property;

(iii) property owned by any Community for the common use and enjoyment of the Members or owned by the Members of a Community as tenants-in-common, and

(iv) all property (including lots) held by the Declarant, the Declarant's successors and assigns, provided further that the Declarant, the Declarant's successors and assigns shall be exempt from Specific Assessments and Reserve Assessments.

In addition, Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

8.10 Limitation on Increases of Assessments.

Notwithstanding any provision to the contrary, the Board may not impose an Assessment increase exceeding that allowable under Arkansas law.

[END OF PART THREE]

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PART FOUR: DEVELOPMENT OF THE COMMUNITIES

This Declaration reserves various rights to the Declarant in order to facilitate the smooth and orderly development of Scissortail and to accommodate changes in the Development Plan which inevitably will occur as Scissortail grows and matures.

Article 9 Expansion of Scissortail Subdivision

9.1 Expansion by Declarant.

The Declarant may, from time to time subject to the provisions of this Declaration, annex additional real property to the Properties by Recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to expand Scissortail pursuant to this section shall expire the lots subject to this Declaration has been conveyed or forty (40) years after the Recording of this Declaration, whichever is earlier. Until then, Declarant may transfer or assign this right to annex property to any Person who is a purchaser of any portion of the Properties. Declarant shall memorialize such transfer in a Recorded document.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the Properties in any manner whatsoever.

9.2 Expansion by the Association.

In addition to the rights granted in Section 9.1, the Association may subject additional property to the provisions of this Declaration by Recording a Supplemental Declaration describing the additional property. Any such Supplemental Declaration shall require the affirmative vote of Members representing more than fifty percent (50%) of the Class A votes of the Association represented at a meeting duly called for such purpose and the consent of the owner of the property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration, the written consent of Declarant shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property and by Declarant, if Declarant's consent is necessary.

9.3 Additional Covenants and Easements.

Declarant may subject any portion of Scissortail to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4 Effect of Recording Supplemental Declaration.

A Supplemental Declaration shall be effective on Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Article 10 Additional Rights Reserved to Declarant.

10.1 Withdrawal of Property.

Declarant reserves the right to amend this Declaration, so long as the Declarant has a right to annex additional property pursuant to Section 9.1 of this Declaration, for the purpose of removing from the coverage of this Declaration any portion of Scissortail which has not yet been improved with structures. Such amendment shall

not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if such Owner is not Declarant. If the property to be withdrawn is Common Area, the Association shall consent to such withdrawal.

10.2 Marketing and Sales Activities.

Declarant and Builders authorized by Declarant may construct and maintain on portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units and sales offices. Declarant and authorized Builders shall have a license with an interest for access to and use of such facilities. Declarant shall retain the exclusive right to approve the size, content, location, design and colors of any and all signage or promotional materials used by any Person who is marketing or offering any lot for sale.

10.3 Right to Develop.

Declarant and the Declarant's employees, agents and designees shall have a right of access and use and an easement over and on all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Every Person that acquires any interest in Scissortail acknowledges that Scissortail is a planned community, the development of which is likely to extend over many years and agrees not to use Association funds to protest, challenge or otherwise object to: (a) changes in uses or density of property outside the Community in which such Person holds an interest; or (b) changes in the Development Plan as it relates to property outside the Community in which such Person holds an interest. To be clear, no Association funds shall be used to challenge, protest, object to or otherwise interfere with the Declarant's development activities in Scissortail.

10.4 Right to Approve Changes in Standards.

No amendment to or modification of any Use Restrictions and Rules shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration.

10.5 Right to Transfer or Assign Declarant Rights.

Any special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless reduced to a written document signed by Declarant and duly Recorded. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.6 Exclusive Rights to use Name of Development.

No Person shall use the name "Scissortail" or any derivative of such name in any printed, electronic or promotional material without Declarant's prior written consent. However, Owners may use the name "Scissortail" in printed or promotional matter where such term is used solely to specify that particular property is located at Scissortail and the Association shall be entitled to use the word "Scissortail" in its name.

10.7 Termination of Rights.

The rights contained in this Article shall not terminate until the earlier of: (a) the date of termination of the Class B Control Period pursuant to Section 9.1 of this Declaration; or (b) Recording by Declarant, in the sole discretion of the Declarant, of a written statement terminating such rights.

[END OF PART FOUR]

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PART FIVE: PROPERTY RIGHTS WITHIN THE DEVELOPMENT

The nature of living in a planned community, with its wide array of properties and development types and ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Declarant, the Association and others in or adjacent to the development.

Article 11 Easements.

11.1 Easements in Common Area.

Declarant grants to each Owner a nonexclusive right and easement of use, access and enjoyment in and to the Common Area, subject to:

(i) The Governing Documents and any other applicable covenants;

(ii) Any restrictions or limitations contained in any deed conveying such property to the Association;

(iii) The Board's right to:

(a) adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(b) suspend the right of an Owner to use recreational facilities within the Common Area: (a) for any period during which any charge against such Owner's Lot remains delinquent; and (b) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of Governing Documents after notice and a hearing pursuant to Section 3.24 of the Bylaws;

(c) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(d) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated on the Common Area;

(e) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests on payment of use fees established by the Board;

(f) mortgage, pledge or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

(g) designate certain areas and facilities within the Common Area as open for the use and enjoyment of the public in accordance with Section 7.10 of this Declaration; and

(h) limit the use of those portions of the Common Area designated as "Community Common Areas," as described in Article 12 of this Declaration to the exclusive use of Owners within that Community and their family members, guests and invitees.

Any Owner may extend the rights of use and enjoyment hereunder to the members of such Owner's family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases a Lot shall be deemed to have assigned all such rights to the lessee of such Lot for the period of the lease.

Declarant, so long as Declarant owns any of the Properties and the Association shall have the right to grant easements in and to the Common Area to any service provider or third-party contractor as may be necessary, in the sole discretion of Declarant or the Association, in connection with such service provider's or contractor's provision of services to Scissortail. Any such easements shall be subject to any limitations or restrictions placed on the easement by the grantor. The grantor of such easements, either Declarant or the Association, shall have the right to require specifically that the party exercising the easements, after exercising the easement, take restorative or ameliorative action with respect to the burdened property.

11.2 Easements of Encroachment.

Declarant grants reciprocal appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3 Easements for Utilities, Etc.

(A) The Properties shall be subject to such easements as are set forth in any and all separate, duly Recorded documents, including without implied limitation, any and all applicable subdivision plats, maps of dedication, easements and easement agreements, subject to such terms, conditions, limitations or restrictions as may be set forth in such separate documents. Such easements may include (but shall not be required to include) easements for ingress and egress, private streets, public and private paths and trails, access for maintenance purposes, drainage and storm drains, landscape irrigation, private and public utilities, open space and visibility, emergency vehicle and service vehicle access. Declarant and the Association, for themselves and their respect successors and assigns, each reserve the right to grant, convey and dedicate over, on, beneath and across any land owned by either, any and all easements deemed appropriate, whether in favor of any governmental entity, including the City of Rogers and Benton County, any public or private utility company or any other third party, on such terms and subject to such conditions, limitations or restrictions as may be necessary or appropriate to carry out the purpose of such easement.

(B) Declarant also reserves for itself and grants to the Association the non-exclusive right and power to grant and Record such specific easements as may be necessary, in the sole discretion of Declarant or the Association, as applicable, in connection with the orderly development of any of the Properties, provided, the Association shall have such right and power only with respect to property that has been subjected to this Declaration in accordance with Article 9 of this Declaration and only with respect to any Common Area that is owned by Declarant or the Association, as applicable.

(C) All work associated with the exercise of the easements described in subsections (A) and (B) of this section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The grantor of the easements described in subsection (A) or (B), either Declarant or the Association, shall have the right to require specifically that the party exercising the easement, after exercising the easement, take restorative or ameliorative action with respect to the burdened property. On completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.4 Easements to Serve Additional Property.

Declarant reserves for itself and its duly authorized agents, successors, assigns and mortgagees, an easement over the Association Common Area for the purposes of enjoyment, use, access and development of the property described in Exhibit B, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property. In the event of any such damage to the property, whether to natural conditions or structures and regardless of whether such damage is the result of negligent, willful or any other type of action, Declarant or its successors or assigns, whichever is appropriate, shall repair such property and shall restore it to the condition which existed prior to the occurrence of the damage or to the condition any governmental entity having jurisdiction requires, whichever standard is stricter. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors

or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

11.5 Easements for Maintenance, Emergency and Enforcement.

Declarant reserves to itself and grants to the Association easements over Scissortail as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2 of this Declaration. The Association shall also have the right, but not the obligation, to enter on any Lot for emergency, security and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce Governing Documents; provided, however, except to avoid imminent threat of personal injury or property damage, entry into any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the consent of the Owner or occupant, which consent shall not unreasonably be withheld.

11.6 Easements for Irrigation, Detention/Retention Maintenance and Flood Water.

To the extent that any lakes, ponds, channels, detention ponds, retention areas, collections of storm water drainage (collectively, **Detention/Retention Area**) is located within the Common Area, this Declaration creates, in favor of Declarant and the Association as well as their successors, assigns and designees, the nonexclusive right and easement, but not the obligation, to enter on any Detention/Retention Area located within the Common Area to: (a) install, operate, maintain and replace pumps to supply irrigation water to the Common Area; (b) construct, maintain and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Scissortail General Standards.

To the extent that any Detention/Retention Area is located within the Common Area, this Declaration creates in favor of the Association and its successors, assigns and designees, the nonexclusive right and easement to enter on any Detention/Retention Area located within the Common Area to: (a) install, operate, maintain and replace pumps to supply Detention/ Retention Area to the Common Area; (b) construct, maintain and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Scissortail General Standards.

Declarant, the Association and their successors, assigns and designees shall have an access easement over and across any of Scissortail abutting or containing any Detention/Retention Area to the extent reasonably necessary to exercise their rights under this section.

Declarant reserves for itself, the Association and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within one hundred (100) feet of any Detention/Retention Area at Scissortail, in order to: (a) alter in any manner and generally maintain any irrigation lake within the Common Area; and (b) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage or injury resulting from flooding or surface runoff due to rainfall or other natural occurrences.

11.7 Easements for Drainage Areas.

This Declaration creates in favor of Declarant, so long as Declarant owns any of the Properties and the Association and their successors, assigns and designees, the nonexclusive right and easement to enter on drainage ways, drainage culverts, natural drainage areas, washes and wash areas, other areas at Scissortail, including areas within Lots, used to drain surface runoff and flood waters and any improvements and equipment installed or used in connection therewith (collectively, "**Drainage Areas**") to install, maintain, repair and replace such areas and property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld. No Owner shall take any action or allow any action to be taken on their Lot that would alter the drainage of surface water from their Lot onto any other Lot or the Common Area.

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11.8 Easements for Screening and Fencing.

This Declaration creates in favor of Declarant, so long as Declarant owns any the Properties and the Association and their successors, assigns and designees, the nonexclusive right and easement to enter on Lots and other areas within Scissortail, on which screening and fencing has been installed for the purpose of improving the aesthetic quality of Scissortail. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

11.9 Mineral Rights - Exception.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot by deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or on said easements or any part thereof to serve said Lot or any other portion of the Properties. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any Utility Company or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot by deed or other conveyances shall not be construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, neither Declarant nor any Owner shall have surface access to the Properties for mineral purposes.

[END OF PART FIVE]

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE DEVELOPMENT

The growth and success of Scissortail requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with its neighbors and protection of the rights of others who have an interest in the community.

Article 12 Dispute Resolution and Limitation on Litigation.

12.1 Consensus for Association Litigation.

Except as provided in this section, the Association shall not commence a judicial or administrative proceeding without the approval at least two-thirds (2/3rds) of the Members eligible to vote a duly called meeting. This section shall not apply, however, to: (a) actions brought by the Association to enforce Governing Documents (including, without implied limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against the Association. This section shall not be amended unless such amendment is approved by the percentage of votes and pursuant to the same procedures, necessary to institute proceedings as provided above.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at Scissortail or any improvement constructed on Scissortail, Declarant shall have the right to be heard by the Members or the particular Member and to access, inspect, correct the condition of or redesign any portion of Scissortail, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.2 Dispute Resolution and Enforcement.

Subject to Section 13.1 of this Declaration, prior to the Declarant, Association or any Member bringing any judicial or administrative proceeding under the Governing Documents or for a claim against the Declarant, Association or any Member, such Person making a claim shall make a good faith attempt to negotiate in person with the other party, including seeking formal pre-litigation mediation, for the resolution of the dispute. In the event good faith negotiations fail to resolve the dispute, the Person shall thereafter be entitled to sue in any court of competent jurisdiction or to initiate proceedings before any appropriate administrative tribunal on their claim. Each party shall bear its own costs of any mediation, including attorneys' fees and each party shall share equally all charges rendered by any mediator. If the parties agree to a resolution of any claim through negotiation or mediation and any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata) all costs incurred in enforcing such agreement, including, without implied limitation, attorneys' fees and court costs.

Each Owner shall comply strictly with the Governing Documents, including any rules, regulations and resolutions of the Association. Failure to so comply shall be grounds for the taking of such actions elsewhere provided for in the Governing Documents, including, but not limited to, the institution of legal proceedings in an action at law and/or in equity. Should the Declarant or Association engage legal counsel for representation, all costs associated with such engagement, including litigation costs and expenses shall be recovered from the other party, which may be a Specific Assessment if the other party is a Member. No delay, failure or omission on the part of the Declarant or Association in exercising any right, power or remedy provided in these Governing Documents shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach and shall act as no bar to enforcement.

Notwithstanding anything to the contrary set forth in this Declaration, this Section 12.2 does not apply to the City if the City brings an action or asserts a right created under the Governing Documents.

Article 13 Mortgagee Provisions.

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

13.1 Notices of Action.

An institutional holder, insurer or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Lot to which the Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(ii) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

13.2 Special FHLMC Provision.

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing Section. Unless at least sixty-seven percent (67%) of the first Mortgagees or Members representing at least sixty-seven percent (67%) of the total Association vote consent, the Association shall not:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any declaration subsequently Recorded on any portion of Scissortail regarding assessments for Communities or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(3) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);

(4) Fail to maintain insurance, as required by this Declaration; or

(5) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage on the lapse of an Association policy and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

13.3 Other Provisions for First Lien Holders.

To the extent not inconsistent with Arkansas law:

(A) Any restoration or repair of Scissortail after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(B) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

13.4 Amendments to Documents.

The following provisions do not apply to amendments to the Governing Documents or to termination of the Association as a result of destruction, damage or condemnation pursuant to Sections 14.3(A) and (B) of this Declaration, to the addition of land in accordance with Article 9 of this Declaration or to Declarant rights under Article 18 of this Declaration:

(A) The consent of Members representing at least sixty-seven percent (67%) of the Class A votes and of Declarant, so long as Declarant owns any land subject to this Declaration and the approval of the Eligible Holders of first Mortgages on Lots to which at least sixty-seven percent (67%) of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Association.

(B) The consent of Members representing at least sixty-seven percent (67%) of the Class A votes and of Declarant, so long as Declarant owns any land subject to this Declaration and the approval of Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to a Mortgage appertain, shall be required materially to amend any provisions of this Declaration, the Bylaws or the Articles or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

(i) voting;
(ii) assessments, assessment liens or subordination of such liens;
(iii) reserves for maintenance, repair and replacement of the Common Area;
(iv) insurance or fidelity bonds;
(v) rights to use the Common Area;
(vi) responsibility for maintenance and repair of Scissortail;
(vii) expansion or contraction of Scissortail or the addition, annexation or withdrawal of property to or from the Association;
(viii) boundaries of any Lot;
(ix) leasing of Lots;
(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer or otherwise convey his or her Lot;
(xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
(xii) any provisions included in this Declaration, the Bylaws or Articles which are for the express benefit of holders, guarantors or insurers of first Mortgages on Lots.

13.5 No Priority.

No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.6 Notice to Association.

On request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

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13.7 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

13.8 Construction of Article 14.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws or Arkansas law for any of the acts set out in this Article.

Article 14 Relationship with City of Rogers, Benton County and Media.

The Association, acting through the Board, shall promulgate and implement a process for and shall appoint a member who serves as a single point of contact for the City of Rogers, Benton County, media and members of the public. The responsibilities of such member shall include, without implied limitation, communicating with the City of Rogers regarding maintenance issues within the purview of the Association and answering questions relevant to any matters for which the Association has responsibility or authority.

[END OF PART SIX]

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PART SEVEN: CHANGES IN THE DEVELOPMENT

Communities such as Scissortail are dynamic and constantly evolving as circumstances, technology, needs and desires and laws change, as the resident's age and change over time and as the surrounding community changes. Scissortail and the Governing Documents must be able to adapt to these changes while protecting the special features of Scissortail that make Scissortail unique.

Article 15 Changes in Ownership of Lots.

Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board at least fourteen (14) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date on which such notice is received by the Board or the date title transfers, whichever is later.

Article 16 Changes in Common Area.

16.1 Condemnation.

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class A votes in the Association and of Declarant, as long as Declarant owns any property subject to this Declaration or which may be made subject to the Declaration in accordance with Section 9.1 of this Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as set forth in this Article.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking, Declarant, so long as Declarant owns any property subject to this Declaration or which may be made subject to this Declaration in accordance with Section 9.1 of this Declaration and Members representing at least seventy-five percent (75%) of the total Class A vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3.3 of this Declaration regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area or if a decision is made not to repair or restore or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

16.2 Partition.

Except as permitted in this Declaration, the Common Area shall remain undivided and no Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

16.3 Transfer or Dedication of Common Area.

The Association, acting through the Board, may dedicate portions of the Common Area to the City of Rogers, Benton County or to any other local, state or federal governmental or quasi-governmental entity.

Article 17 Amendment of Declaration.

17.1 By Declarant.

In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, until termination of the Class B membership, Declarant may unilaterally amend

this Declaration for any purpose and at any time, including during restrictive periods. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency.

Any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, so long as Declarant owns any of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

17.2 By Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing seventy-five percent (75%) of the total Class A votes in the Association, including seventy-five percent (75%) of the Class A votes held by Members other than Declarant and the consent of Declarant, so long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration. In addition, the approval requirements set forth in Article 14 of this Declaration shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

17.3 Validity and Effective Date.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective on Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

17.4 Exhibits.

Exhibits A, B, C, D and E attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above on the signature blocks below.

SCISSORTAIL PARTNERS, LLC,
an Arkansas limited liability company

By_____
Robert David, Manager of Moraine Properties, LLC,
Manager of Scissortail Partners, LLC

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF Benton)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named **ROBERT DAVID**, to me personally well known, who stated that he was the Manager of Moraine Properties, LLC, manager of **SCISSORTAIL PARTNERS, LLC,** an Arkansas limited liability company, and stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 26 day of April, 2017

_____
Notary Public

My Commission Expires:

Aug 2, 2024

STATE OF ARKANSAS NOTARY PUBLIC
JULIE VAUGHT
MY COMMISSION # 12399941
EXPIRES: August 2, 2024
Washington County

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EXHIBIT A

Real Property

Lots 1 through 268 of Scissortail Subdivision, an Addition to the City of Rogers, Benton County, Arkansas

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EXHIBIT B

Additional Land Subject to Future Annexation

To be provided through the Declarant's subsequent filing (and amendment to this Exhibit B) of an amendment to these Declarations as set out in Section 1.2.

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EXHIBIT C

Initial Use Restrictions and Rules for Scissortail

The following Use Restrictions and Rules for Scissortail attached to and made a part of the Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community to the City of Rogers, Benton County, Arkansas (the "**Declaration**") shall apply to all of Scissortail (the "**Development**") until such time as amended, modified, repealed or limited by rules of the Association adopted pursuant to Article 3 of the Declaration. Unless otherwise defined herein, words bearing initial capital letters or references to Exhibits shall have the meanings given them in the Declaration.

1. General. Scissortail shall be used only for single-family residential purposes and related purposes (which may include, without implied limitation, an information center and/or a sales office for Declarant's personnel or for any real estate broker retained by the Declarant to assist in the sale of real property described in Exhibits A or B, offices for any property manager retained by the Association or business offices for the Declarant or the Association) consistent with the Declaration and any Supplemental Declaration. As used herein, the term "**single family residential purposes**" shall be deemed to specifically prohibit, without implied limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment, or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the residential dwelling constructed on such Lot (Residential Dwelling). The term "single family residential purposes" shall also be defined as: (a) one (1) or more individuals related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents and their dependent grandparents; (b) no more than two (2) unrelated individuals living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents and their dependent grandparents; and (c) in no event shall any Residential Dwelling be occupied by more individuals than the product of the total number of bedrooms contained in the Residential Dwelling multiplied by two (2). No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would: (i) void any insurance in force with respect to the Properties; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in the Board's sole discretion; (iv) constitute a violation of this Declaration or any applicable law; (v) unreasonably interfere with the use and occupancy of the Properties by other Owners; or (vi) generate an unreasonable amount of vehicular traffic within the Properties.

2. Restrictions. The following activities are prohibited at Scissortail unless expressly authorized by and then subject to such conditions as may be imposed by the Board:

2.1 Parking; Vehicles. Except as otherwise provided in this Declaration, no Owner, lessee, tenant or occupant of a Lot, including all individuals who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any passenger vehicle, pick-up truck, van, race car trailer, box trailer, bus, farm equipment, tractor trailer, flatbed trailer or other type of vehicle or trailer on a street or on a driveway within the Development for a period for longer than twenty four (24) consecutive hours. For purposes of this Declaration, the term "**passenger vehicle**" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Arkansas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Arkansas, and the term "**pick-up truck**" is limited to up to a three quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. The Association shall have the right to cause any vehicle in violation of any of the foregoing restrictions to be towed in the manner provided in the Arkansas Transportation Code." No passenger vehicle, pick-up truck, commercial vehicle, mobile home trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed or repaired (including, without implied limitation, oil changes) on any Lot, Common Area, or street, whether or not such street is dedicated, within the Properties. No mobile home trailers, recreational vehicles (whether for land or water), commercial vehicle, boats, boat rigging, trailers or camper shall be parked, kept or stored on any street, whether or not dedicated, for any length of time or on the driveway of any Lot for more than seventy-two (72) hours in any thirty (30) day period;

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2.2 Pets. Raising, breeding or keeping animals, livestock or poultry of any kind, except that no more than three (3) dogs, cats or other usual and common household pets may be permitted in a Lot, provided the total weight of such two household pets does not exceed one hundred fifty (150) pounds. However, those pets which are permitted to roam free or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed on the Board's request. If the Owner fails to honor such request, the Board may remove the pet. The Board shall have the authority to determine, in the Board's sole discretion, whether a particular pet is a usual and common household pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law. Each Owner must promptly remove and dispose of each pet's waste in a safe, sanitary manner;

2.3 Noxious, Offensive Activity. Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots, or allowing my omission or commission any condition to exist on a Lot that would induce, breed or harbor infectious disease or insects;

2.4 Violations of Law. Any activity that violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

2.5 Healthy Environment. Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;

2.6 Common Area Uses. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the occupants of other Lots;

2.7 Burning. Outside burning of any type, including without implied limitation, the burning of trash, leaves, debris or other materials;

2.8 Audible Discharge. Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

2.9 Firecrackers, Firearms and Explosives. Use and discharge of firecrackers and other fireworks, firearms and other explosives, provided, the Board shall have no obligation to take action to prevent or stop such discharge;

2.10 Dumping. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances on any Lot or Common Area and in any drainage ditch, stream, pond or lake or elsewhere within Scissortail, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff and Declarant may dump and bury rocks and similar materials;

2.11 Accumulation of Debris. No garbage or trash shall be placed or kept within the Properties except in covered containers of a type, size and style provided by the City of Rogers or in the alternative, as approved by the Design Review Board. In no event shall any such containers be maintained on a Lot so as to be visible from any Street in the Properties or any neighboring Lot except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection; not to exceed twelve, (12) hours absent extenuating circumstances;

2.12 Obstructions. Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

2.13 Subdivision of Lots. Subdivision of a Lot into two or more Lots or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be

permitted to subdivide or replat Lots which it owns. Notwithstanding the foregoing, the Board may vote to exempt one or more Lots from Base Assessments and the Design Review Board may vote to approve a design plan that encompasses more than one Lot so long as all of the Lots are owned by the same Owner and the combined Lots are part of one integrated estate (and the application for approval of a dwelling unit reflects the combined Lots) supporting one single family dwelling unit. If at any time one or more of the Lots is conveyed to a third party, the conveyed Lot shall immediately become subject to all Assessments;

2.14 Use of Water Areas. Swimming, boating, use of personal flotation devices or other active use of lakes, ponds, streams or other bodies of water within Scissortail is prohibited; provided, however, Declarant, its successors and assigns and the Association, after Declarant terminates the Declarant's right to annex additional land or no longer owns any Lots, shall be permitted and shall have the exclusive right and easement to retrieve materials and objects from bodies of water within the Common Areas and to draw water from lakes, ponds and streams within Scissortail for purposes of irrigation and such other purposes as Declarant or, as applicable, the Association deems desirable. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to Scissortail;

2.15 Investment Uses. Use of any Lot for operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Lots which it owns;

2.16 Combustible Materials. On-site storage of gasoline, heating or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment, except as granted by Declarant;

2.17 Business Uses. Any business, trade or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, signage, sound or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for Scissortail; (iii) the business activity does not involve door-to-door solicitation of residents of Scissortail, the distribution of flyers or other forms of promotional materials designed to call attention to a particular lot or constitutes a day care facility; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Scissortail which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; the business activity does not involve the loading or unloading of merchandise; and (vi) the business activity is consistent with the residential character of Scissortail and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of Scissortail, as may be determined in the Board's sole discretion;

The terms "**business**" and "**trade**" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection, unless such leasing occurs in violation of any other Governing Document pertaining to leasing. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of Scissortail or its use of any Lots which it owns within Scissortail, including the operation of a timeshare or similar program;

2.18 Wildlife. Capturing, trapping or killing of wildlife within Scissortail, except in circumstances posing an imminent threat to the safety of persons using Scissortail;

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2.19 Preservation of Natural Resources. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands or air quality within Scissortail or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

2.20 Vehicle Storage Conversions. Conversion of any structure, building or garage to finished space for use as an apartment or other integral part of the living area on any Lot;

2.21 Operation of Motorized Vehicles. Operation of motorized vehicles, including but not limited to motorcycles, scooters, mopeds, go-carts and golf carts, on sidewalks, pathways or trails, except that motorized carts may be operated by those requiring the same for medical purposes; and

2.22 Construction Activities. No construction, erection, placement, replacement, remodeling or modification of any thing, permanently or temporarily, on the outside portions of the Lot or which is otherwise visible from a street or right of way, whether such portion is improved or unimproved, shall be permitted except in strict compliance with the provisions of Article 4 of the Declaration. This restriction shall include, without limitation, fences, mailboxes, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens or fences of any kind; satellite dishes and antennas, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, "**Permitted Antennas**") shall be permitted on Lots, subject to such reasonable requirements as to location and screening as may be set forth in the Design Review and Development Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of Scissortail, should any master system or systems be utilized by the Association and require such exterior apparatus.

3. Prohibited Conditions. The following shall be prohibited at Scissortail:

3.1 Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of Scissortail. Further, no grasses on any Lot shall be allowed to grow higher than six (6) inches;

3.2 Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and

3.3 Sprinkler or irrigation systems or wells of any type which draw on water from lakes, creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters within Scissortail, except that Declarant and the Association shall have the right to draw water from such sources.

3.4 Outbuildings, Temporary Structures. No temporary sheds, outbuildings or temporary accessory buildings are allowed. Any sheds, outbuildings or accessory buildings of any nature must obtain Design Review Board approval prior to installation pursuant to Article 4 of the Design Review and Development Guidelines.

3.5 Use of the "Scissortail" name or any derivation thereof (including a trademark or log) without written approval of the Board, including but not limited to: use in advertising and marketing materials, web sites,

message boards, and web logs. The Declarant and/or Association retain and expressly claim all intellectual property rights associated with the mark "Scissortail."

4. Leasing of Units. "Leasing, leased, and lease" for purposes of this paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. "Owner Occupied Lots" are defined for purposes of this paragraph as Lots occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home. This paragraph expressly limits and controls Section 3.4(5) of the Declaration.

4.1 Leasing Restricted. Subject to Declarant's absolute and subjective discretion during the Class B Control Period, and thereafter in the Association, Lots may be leased within the Properties provided the total percentage of leased Lots within the Properties shall not exceed five percent (5%) of the total number of Lots within the Properties. Any Owner seeking to lease a Lot shall submit a written request to the Declarant at the address provided for the Design Review Board requesting the Declarant's approval of the proposed lease and lessee. Upon the occurrence of a decrease below five percent (5%) of non-Owner Occupied Lots within the Properties, Lots will be permitted to be leased on a first bona fide request, first permitted basis, until the number of Lots which are leased reaches five percent (5%), at which time no further Lots shall be leased until the number of leased Lots drops below five percent (5%). Except for the Declarant and Builders who own more than one Lot for the sole purpose of construction of a residences, no single entity (the same Person, individual, investor group, partnership, or corporation, or any affiliate thereof) shall own more than one Lot.

In order to administer the above regulation, all Persons purchasing a Lot within the Properties shall, simultaneous with closing of such Lot, provide the Declarant or Association with a certification stating: (a) that the Lot will not be occupied as the purchaser's principle residence or second home, or (b) covenanting and agreeing with the Association that the purchaser will occupy the Lot as an Owner Occupied Lot.

The Association will keep a record of the Owner Occupied Lots and leased Lots (if any). Each lease shall be for a term of no less than twelve (12) months, shall be in writing, and shall expressly provide that each lessee agrees to the terms of the Governing Documents. Upon execution of any lease, each Owner shall provide the Declarant or, if applicable, the Association, a copy of such lease.

THESE USE RESTRICTIONS AND RULES MAY BE AMENDED AS SET FORTH IN PART TWO OF THE DECLARATIONS.

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EXHIBIT D

BYLAWS OF SCISSORTAIL PROPERTY OWNERS ASSOCIATION, INC.

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BYLAWS OF SCISSORTAIL PROPERTY OWNERS ASSOCIATION, INC.

Article 1 Name, Principal Office and Definitions

1.1 Name. The name of the corporation is Scissortail Property Owners Association, Inc. (the "Association").

1.2 Principal Office. The principal office of the Association shall be 708 SW C Street, Suite 1, Bentonville, Arkansas, 72712. The Association may have such other offices, either within or outside the State of Arkansas as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Circuit Clerk of Benton County on _____ __, 2017 in Book ____, page ____, as amended, (the "Declaration"), unless the context herein indicates otherwise. 2017 22858

Article 2 Association Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have two (2) classes of membership, Class A and Class B, as more fully set forth in the Declaration and incorporated herein by this reference. The Declarant, as identified in the Declaration, shall be the sole Class B Member.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3 Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held at such time as the Declarant, in the Declarant's sole discretion, determines a sufficient number of Lots are owner-occupied. Meetings shall be of Members and, if required by law, shall be open to all Members. Subsequent regular annual meetings shall be set by the Board to occur during the fourth quarter of the Association's fiscal year on a date and at a time set by the Board.

2.4 Special Meetings. Subject to the Declarant's discretion, the President may call special meetings. In addition, it shall be the duty of the President, subject to Declarant approval, to call a special meeting if so directed by resolution of the Board, on a petition signed by Members representing at least twenty-five percent (25%) of the total Class A votes of the Association.

2.5 Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of Members shall be posted at each entrance to Scissortail or delivered, either personally or by mail, to each Member entitled to vote at such meeting and, if required by law, to all Members not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after deposit in the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage prepaid. If posted, the notice of a meeting shall be deemed delivered three (3) days after such notice is posted at each entrance to Scissortail.

2.6 Waiver of Notice. Waiver of notice of a meeting of Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of Members, either before or after such meeting.

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Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall be deemed a waiver of notice of all business transacted at such meeting, unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws and such voting rights provisions in the Declaration are specifically incorporated herein by this reference. A Member shall not be entitled to vote so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

2.9 Proxies. On any matter as to which a Member is entitled personally to cast the vote for a Lot, such vote may be cast in person, by written ballot or by proxy, subject to the limitations of Arkansas law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. If such proxies have not been properly completed or returned in a timely fashion to the Secretary and a Member or such Member's duly authorized attorney-in-fact does not personally appear at a meeting, the vote of the Member shall be deemed to have been given to the Declarant for quorum and voting purposes. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail or if dated as of the same date, both shall be deemed invalid; however, such conflicting proxies shall be counted for purposes of determining the presence of a quorum.

Every proxy shall be revocable and shall automatically cease on: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) on the date specified in the proxy.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners or other group as the context may indicate, totaling more than fifty percent (50%) of the total eligible number thereof.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a majority of the total Class A votes in the Association shall constitute a quorum at all meetings of the Association. Any Member or their duly authorized attorney-in-fact not personally present at a meeting and who has not properly completed or returned their proxy in a timely fashion to the Secretary shall be deemed to have given to the Declarant the vote of such Member for quorum and voting purposes.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action without a Meeting. Any action required or permitted by law to be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the

proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their consent, fairly summarizing the material features of the authorized action.

Article 3 Board of Directors: Number, Powers, Meetings

A. COMPOSITION AND SELECTION.

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. All actions or decisions delegated to the Association under the Governing Documents shall be carried out by the Board. Except with respect to directors appointed by the Class B Member, the directors shall be Members or residents; provided, however, no Owner and a different resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person eighteen (18) years of age or older whose principal residence is a Lot within Scissortail. In the case of a Member which is not a natural person, any officer, director, member, manager, partner or trustee of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Class B Member.

3.2 Number of Directors. The Board shall consist of no less than three (3) or more than nine (9) directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) Directors as identified in the Articles.

3.3 Directors during Class B Control Period. Subject to the provisions of Section 3.5 of these Bylaws, the Directors, including Community Board Members, shall be selected by the Class B Member acting in its sole discretion and shall serve at the pleasure of the Class B Member until the first to occur of the following:

(a) when the Class B Control Period should cease; or
(b) when, in its discretion, the Class B Member so determines.

3.4 Nomination and Election Procedures.

(1) *Nominations and Declarations of Candidacy*. Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a Director may file as a candidate for any position to be filled by Class A votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Except with respect to Directors selected by the Class B Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board and three (3) or more Members or representatives of Members, with at least one (1) representative from each Community. The members of the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as the Nominating Committee shall, in its discretion, determine. The Nominating Committee shall nominate separate slates for the Directors, if any, to be elected at large by all Class A votes and for the Director(s) to be elected by the votes within each Community. In making nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate qualifications to the Members and to solicit votes.

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(2) *Election Procedures*. Each Member may cast all votes assigned to the Lots which such Member represents for each position to be filled from the slate of candidates on which such Member is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws:

(1) During the Class B Control Period, the Declarant shall have the right in the Declarant's sole discretion to appoint each member of the Board. The Declarant may, but shall not be required to, appoint a resident Owner to the Board during the Class B Control Period. The fact that the Declarant has in the past appointed a resident Owner to the Board shall not require the Declarant to continue with such appointments.

(2) After termination of the Class B Control Period, the Declarant as the Class B Member shall be entitled to appoint one (1) Director, unless the Declarant waives such right in a Recorded document. Such Director shall be elected for a term of two (2) years and shall not be subject to removal by the Members. On the sole discretion of the Class B Member, the Class B Member appointee may resign, their position to be filled by the Members at the next election of Directors. Within ninety (90) days after termination of the Class B Control Period, the Board shall be increased to nine (9) Directors and an election shall be held. Three (3) "at large" directors shall be elected by all Members, with two (2) Directors to be elected only by the Members representing each Community and any remaining directorships filled at large by the vote of all Members. Five (5) of the initial Directors shall serve a term of two (2) years and four (4) Directors shall serve a term of one (1) year, as such directors determine among themselves. The Directors elected by Members shall not be subject to removal by the Class B Member.

On the expiration of the term of office of each Director elected by Members, Members entitled to elect such Director shall be entitled to elect a successor to serve a term of two (2) years. The Directors elected by Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any Director elected by Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. On removal of a Director, a successor shall be elected by Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by Members who has three (3) consecutive unexcused absences from Board meetings or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term. If a Community Board Member is removed, resigns or is otherwise unable to serve, any Director whom the Board appoints shall be selected from among Members within the Community represented by the Director who vacated the position.

~~This section shall not apply to Directors appointed by the Class B Member. The Class B Member shall be~~ entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a Director appointed by or elected as a representative of the Class B Member.

B. MEETINGS.

3.7 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

3.8 Regular Meetings. Regular annual meetings of the Board may be held at such time and place a majority of the Directors shall determine. Notice of the time and place of a regular meeting shall be communicated to Directors not

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less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) facsimile, computer, fiber optics or such other communication device. All such notices shall be given at the Director's telephone number, fax number, electronic mail number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

3.10 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present; and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12 Quorum of Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class A votes in the Association at a regular or special meeting of the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association on approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested Director.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings shall be posted at least forty-eight (48) hours in advance of the meeting at a conspicuous place within Scissortail which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of Section 3.16 of these Bylaws, all meetings of the Board shall be open to all Members and, if required by law, all Owners, but attendees other than Directors may not participate in any discussion or deliberation unless permission to

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speak is authorized by a vote of the majority of a quorum of the Board. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session and may exclude persons other than Directors, to discuss any or all of the following:

(a) employment or personnel matters for employees of the Association;
(b) legal advice from an attorney retained for the Board or the Association;
(c) pending or contemplated litigation; or
(d) pending or contemplated matters relating to enforcement of the Governing Documents.

3.16 Action without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors and such consent shall have the same force and effect as a unanimous vote.

C. POWERS AND DUTIES.

3.17 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws or Arkansas law do not direct to be done and exercised exclusively by Members or the membership generally.

3.18 Duties. The duties of the Board shall include, without limitation:

(1) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses and any Community Expenses or Special Expenses;

(2) providing for the operation, care, upkeep and maintenance of the Common Area;

(3) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(4) depositing all funds received on behalf of the Association in a bank depository approved by the Association and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best business judgment, in depositories other than banks;

(5) making and amending use restrictions and rules in accordance with the Declaration;

(6) opening of bank accounts on behalf of the Association and designating the signatories required;

(7) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;

(8) enforcing the provisions of the Declaration, these Bylaws and the rules adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of the Board's business judgment determines is or is likely to be construed as inconsistent with applicable law or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

(9) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof and filing and adjusting claims, as appropriate;

(10) paying the cost of all services rendered to the Association;

(11) keeping books with detailed accounts of the receipts and expenditures of the Association;

(12) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(13) indemnifying a Director, officer or committee member or former Director, officer or committee member of the Association to the extent such indemnity is authorized by Arkansas law, the Articles or the Declaration;

(14) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration; and

(15) retaining third party management companies to carry out same or all of its responsibilities hereunder.

3.19 Right of Class B Member to Disapprove Actions. So long as the Class B membership exists, the Class B Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class B Member, would tend to impair rights of Declarant or Builders under the Governing Documents or interfere with development or construction of any portion of Scissortail or diminish the level of services being provided by the Association.

(1) Notice. The Class B Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Sections 3.8, 3.9, 3.10 and 3.11 of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

(2) Opportunity to be Heard. The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (1) and (2) above have been met.

The Class B Member, through its representatives or agents, shall make the Class B Member's concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. The Class B Member, acting through any officer or Director, agent or authorized representative, may exercise the Class B Member's right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board or the Association. The Class B Member shall not use the Class B Member's right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20 Management. The Board may employ for the Association a professional manager, agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The manager may be a corporation or an individual. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority or those duties set forth in Sections 3.18(1), 3.18(2), 3.18(5)-(6), 3.18(8) and 3.18(13) and (14) of these Bylaws. Declarant or an affiliate of Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class B Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class B Control Period on not more than ninety (90) days' written notice.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(1) cash accounting, as defined by generally accepted accounting principles, shall be employed;
(2) accounting and controls should conform to generally accepted accounting principles;
(3) cash accounts of the Association shall not be commingled with any other accounts;
(4) no remuneration shall be accepted by the manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association; and

(5) any financial or other interest which the manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 8.4 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year. The Board may pledge or assign current or Future Assessments or reserve funds in order to more fully secure a loan. During the Class B Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent or any combination thereof of Members representing at least fifty-one percent (51%) of the total Class A votes in the Association.

3.23 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without implied limitation, the right to enter into common management, operational or other agreements with trusts, condominiums, cooperatives or Community and other owners or residents associations, within and outside the Properties. Any common management agreement shall require the consent of an absolute majority of the Board.

3.24 Enforcement. The Association shall have the power, as provided in the Declaration, to impose sanctions for violation of any duty imposed under the Governing Documents. In the event that any occupant, tenant, employee, guest or invitee of a Lot violates the Declaration, Bylaws or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine on notice from the Association.

The Association shall not be obligated to take any enforcement action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

In conducting the business of the Association, the Board, at all times, shall act within the scope of the Governing Documents and in good faith to further the legitimate interests of the Association and the Members. In fulfilling its governance responsibilities, the Board shall limit its actions to those reasonably related to the Association's purposes; those reasonably related to or within the Association's powers as provided by the Governing Documents and as provided by the laws of the State of Arkansas; and those that are reasonable in scope. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

(1) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or the Board's delegate shall serve the alleged violator with written notice describing: (a) the nature of the alleged violation; (b) the proposed sanction to be imposed; (c) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article 5 of these Bylaws; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(2) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Covenants Committee or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person, who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its

representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(3) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within ten (10) days after the hearing date.

(4) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws or the Use Restrictions and Rules by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Article 13 of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as the Board deems desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in the Board's judgment the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, manager or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other documents of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.13 of these Bylaws.

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Article 5 Committees

5.1 General. The Board may appoint such committees as the Board deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1 of these Bylaws, the Board may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these Bylaws.

5.3 Community Committees. Intentionally omitted.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be a calendar year, unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Arkansas law, the Articles, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts among the provisions of Arkansas law, the Articles, the Declaration or these Bylaws, the provisions of Arkansas law (unless displaceable by the Governing Documents), the Declaration, the Articles and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

(1) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to such Owner's interest in a Lot: the Declaration, Bylaws and Articles, including any amendments, the Use Restrictions and Rules, the membership register, books of account, including financial records and the minutes of meetings of the Members, the Board and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place as the Board shall designate.

(2) Rules for Inspection. The Board shall establish rules with respect to: (a) notice to be given to the custodian of the records; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing documents requested.

(3) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association.

(4) Exceptions to Inspection Requirement. Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection any portion of any book or record which relates to any of the following:

(i) personnel matters or a person's medical records;
(ii) communication between an attorney for the Association and the Association;
(iii) pending or contemplated litigation;
(iv) pending or contemplated matters relating to enforcement of the Governing Documents; or
(v) meeting minutes or other records of a session of a Board or Association meeting that is not required by law to be open to all Members.

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In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state or federal law.

6.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if posted at no less than one (1) entrance to Scissortail, delivered personally or if sent by United States mail, first class postage prepaid:

(1) if to a Member or Members, at the address which the Member or Members has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or Members;

(2) if to the Association, the Board or the manager, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this section; or

(3) if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

6.6 Amendment.

(1) By Class B Member. Prior to termination of the Class B Control Period, the Class B Member may unilaterally amend these Bylaws. Thereafter, the Class B Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary: (a) to bring any provision of these Bylaws into compliance with any applicable governmental statute, rule or regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

(2) By Members Generally. Except as provided above and Arkansas law, these Bylaws may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing fifty-one percent (51%) of the total Class A votes in the Association and the consent of the Class B Member, if such exists. In addition, the approval requirements set forth in Article 14 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(3) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective on adoption pursuant to Section 6.6(1) or (1) as applicable unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of the adoption of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant, the Class B Member or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of the Scissortail Property Owners Association, Inc., an Arkansas corporation; the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ___ day of _____, 2017.

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IN WITNESS WHEREOF, I have hereunto subscribed my name of said Association the same date as written above.

_____

Secretary

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EXHIBIT E

Calculation of Initial Annual Assessments

Community	**Base Assessment**
SAVANNA	$1,200.00
SILHOUETTE	$1,200.00
SEQUOIA	$1,200.00

[The Declarant shall not be liable for any Assessments so long as the Declarant holds title to any Lot]

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Exhibit F

DESIGN REVIEW AND DEVELOPMENT GUIDELINES FOR SCISSORTAIL

Disclaimer

Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Benton Circuit Clerk on _____, 2017 in Book ____, page ____, as amended, unless the context herein indicates otherwise.

These Design Review and Development Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these Design Review and Development Guidelines does not assure approval of any particular designs. The Declarant or Design Review Board, as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these Design Review and Development Guidelines.

These Design Review and Development Guidelines are a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any designs may be based on aesthetic considerations only. Declarant, the Association or the Design Review Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, for failure to give any Builder or Owner notice of any easement or right of way of record, or for ensuring that every structure is of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to other owners of property in Scissortail. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use and hereby disclaims any liability in connection with the use of this information.

1. INTRODUCTION

1.1. Purpose.

Scissortail is a planned community comprising real property in Benton County, Arkansas. The purpose of the Scissortail development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review and Development Guidelines and Design Review Board is to meet the overall Scissortail purpose by assisting in the building design process. As a general rule, the Design Review and Development Guidelines and Design Review Board will not dictate any particular architectural style or hinder personal design preferences. The Design Review and Development Guidelines and Design Review Board will strive to maintain an aesthetic flow between each of the Communities. Traditional design details may be incorporated in the Design Review and Development Guidelines, but any styles that tend to disrupt aesthetic harmony will be discouraged.

1.2. Scope.

The Design Review and Development Guidelines and Design Review Board's oversight apply to all modifications as defined within the Governing Documents. Modifications include new construction and the alteration of or additions to existing construction. The term "**Owner**" shall include a "**Builder**" as well as any entity or person retained or employed by an Owner.

1.3. Amendments.

The Design Review Board may amend, cancel, add to, modify or otherwise change these Design Review and Development Guidelines from time to time as necessary in the Design Review Board's sole discretion. The Design Review Board shall send notice of any changes by mail to-- all Owners at least five (5) business days prior to implementation of any new design guideline. Such mailing or failure thereof, shall not relieve an Owner of such Owner's obligation to determine applicable design guidelines prior to making any new construction or modification.

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1.4. Compliance with Local Law and Covenants.

The Design Review Board is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law or environmental agency compliance.

Notwithstanding the foregoing, prior to sale by the original Owner (Builder) of any Lot or completed house thereon, a final inspection must be conducted by the Design Review Board to insure full compliance with all covenants and design standards. No letter will be provided by the Declarant, Design Review Board or Property Owners Association without the final inspection being complete and a copy of Exhibit B attached hereto signed by all parties.

1.5. Limitation of Liability.

The Design Review Board is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The Design Review Board shall bear no liability and is not responsible for workmanship, safety or quality of new construction or modification based on its review and decision of an application.

2. DESIGN REVIEW PROCEDURES

2.1. Applicability.

These Design Review and Development Guidelines apply to all new construction, remodeling and modifications within Scissortail. Other examples include by illustration only mail boxes, fences, antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding and playground and outdoor recreational equipment of any type.

2.2. Design Review Board.

Oversight of the Design Review and Development Guidelines is vested in the Design Review Board. The Design Review Board shall initially consist of one Builder and at least two persons appointed by the Declarant but at no time more than five (5) persons. Members of the Design Review Board may include Builders, architects or similar professionals who are not Owners.

The Design Review Board may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and modifications shall take place in strict compliance with the Declaration, these Design Review and Development Guidelines and the application and review procedures promulgated by the Design Review Board.

2.3. Review Fees.

The Design Review Board may not establish a review fee schedule applicable to the oversight of administering the Design Review and Development Guidelines.

2.4. Review Standards.

As provided in the Governing Documents, the Design Review Board shall approve any new construction or modification only if the Design Review Board deems, in its discretion, that new construction and modifications conform to and harmonize with the existing surroundings, residences, landscaping and structures and meets the requirements for such new construction and modifications found in the Governing Documents, these Design Review and Development Guidelines and procedures promulgated by the Design Review Board. A structure destroyed (partially or totally) by fire or other casualty or peril shall be considered as new construction.

The Design Review Board evaluates all submissions on the merits of the application. Besides evaluation of the particular design which shall include consideration of the characteristics of the housing type and the particular site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Design Review and Development Guidelines.

Compliance with the Governing Documents. All applications are reviewed to confirm that the proposed new construction or modification is in conformance with the Governing Documents.

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Relation to the Natural Environment. All applications are reviewed to confirm that the proposed new construction or modification represents a positive or neutral effect on the surrounding natural environment.

Validity of Concept. All applications are reviewed to confirm that the proposed new construction or modification is sound in concept and appropriate to its surroundings.

Design Compatibility. All applications are reviewed to confirm that the proposed new construction or modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details. Identical elevations cannot be used where the structures are visible one to the other.

Location and Impact on Neighbors. All applications are reviewed to confirm that the proposed new construction or modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight and ventilation.

Scale. All applications are reviewed to confirm that the proposed new construction or modification relates well to the size, in three (3) dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

Color. All applications are reviewed to confirm that the proposed new construction or modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity. Pastel colors or bright colors will only be permitted by special request if at all.

Materials. All applications are reviewed to confirm that the proposed new construction or modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

Workmanship. All applications are reviewed to confirm that the proposed new construction or modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

Timing. All applications are reviewed to confirm that the proposed new construction or modification will be completed in a timely manner, whether an Owner performs such work or contracts the work to be done. All construction activity associated with any Lot for which an application has been approved by the Design Review Board shall be substantially complete (as determined by the Declarant or the Design Review Board) within eighteen months from the date the application was initially approved and all landscaping fully installed within thirty (30) days from the date the dwelling unit is completed. The failure to satisfy this time requirement shall subject the Owner or the Builder to Builder Assessments.

2.5. Review Process for New Construction and Modifications.

Prior to making application to the Design Review Board, Owners are encouraged to meet with a representative of the Design Review Board to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review and Development Guidelines and applicable forms. Prior to commencing any new construction, a Builder shall submit to the Design Review Board fully completed application forms for approval. The acceptable application forms appear as Exhibits A, B, and C to these Design Review and Development Guidelines. Such application shall include Plans showing floor plans with square footages, site layout, exterior elevations, exterior materials and colors, drainage structures if any and other features of proposed construction, as applicable. The Design Review Board may require the submission of such additional information as may be reasonably necessary to consider any application. The Design Review Board will provide a response within five (5) days of receipt. The Design Review Board will meet on a regular basis as determined by the Design Review Board.

In reviewing each submission, the Design Review Board will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

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Within five (5) days after receipt of a completed application and all required information, the Design Review Board shall respond in writing or email to the applicant at the address specified in the application. The response may: (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The Design Review Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Design Review Board fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the Design Review Board pursuant to this section. Any approval inconsistent with the Declaration or these Design Review and Development Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The Design Review Board shall notify Declarant, so long as Declarant owns any property described in Exhibits A or B to the Declaration and the Design Review Board in writing within three (3) business days after the Design Review Board has approved any application relating to proposed modifications unless Declarant or the Design Review Board, respectively, waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any of the Properties and the Design Review Board shall have ten (10) days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the Design Review Board and the applicant.

If construction does not commence on a new construction or modifications project for which plans have been approved within one hundred and twenty (120) days after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed modifications. "**Commencement**" shall begin on such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or modifications shall be completed within eighteen (18) months from the date the Design Review Board approves the application unless otherwise specified in the notice of approval or unless the Design Review Board grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner as well as being subject to Builder Assessments.

The Design Review Board, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of the home on such Owner's Lot without approval provided such alterations do not affect the aesthetics of the exterior of the home as they appear prior to the alteration. Modifications to the interior of screened porches, patios and similar portions of a home visible from outside the structure shall be subject to approval. This section shall not apply to the activities of Declarant or to activities of the Association during the Class B Control Period.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

3.1. Construction Drawings.

All proposed new construction or Modification requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application. Requests for the approval of plans for the construction of homes that are identical to one another shall only be for Lots separated one to the other so that they are not visible one to the other. Changes in the elevation will be considered by the Design Review Board as a solution to this issue.

Construction drawings include, but may not limited to:

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Site Plan. A site plan must be submitted with the application and will include, at a minimum, the following:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the 5improvements.

2. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans.

7. **Landscape Plan**. A landscape plan is not a requirement but is a valuable tool to help understand the development of each Lot and asre encouraged to be submitted with the house plans.

8. **Erosion control and Grading Plan**. All Lots will require an erosion control plan which can be represented on the site plan or the grading plan but must show all erosion control devices.

3.2. Changes After Approval of Final Construction Plans

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

3.3. Construction/Development Guidelines.

3.3.1. GENERAL.

These Construction and Development Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Scissortail. These Design Review and Development Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of duties while within Scissortail. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Scissortail's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

3.3.2. GUIDELINES.

1. **Site Activity/Appearance; Clearing.** All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. All materials stored on a Lot shall be kept in a neat condition to not detract from the appearance of the Properties and so as to give the visual impression from adjacent streets of a safe, clean and orderly work site. All building

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material deliveries shall be coordinated to minimize lengthy (in excess of two (2) weeks) on-site storage before use. All scrap materials and trash will be confined to a particular area on each Lot. Trash is to be placed in a wire mesh or solid container at the end of each day and is to be removed frequently enough to prevent overflow from the container, (this requirement will also apply to construction offices). Site clearing or construction on any property within Scissortail is not permitted without first submitting an application and obtaining final approval from the Design Review Board.

2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris which is to be emptied or removed when full. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted within Scissortail and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within twenty-four (24) hours of notice of such default. Trash receptacles must be kept in an area confined by chain link or similar fencing. Trash susceptible to blowing such as paper and other lightweight material will be contained in a caged configuration so to avoid being blown out of construction receptacles or dumpsters.

3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of portable toilets, so long as these guidelines are adhered to. In all respects, the Design Review Board will seek to lessen the aesthetic impact and total number of portable toilets in Scissortail during construction.

4. **Nuisances and Construction Hours**. No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted. All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. Construction activities shall occur only during the hours of **7 a.m. to 7 p.m.** Central Standard Time.

5. **No Pets.** Pets are not allowed on building sites. No Exceptions.

6. **Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the Design Review Board and the Owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the Design Review Board.

7. **Signs.** Builders shall not place any sign within the right-of-way of any street or road providing access to Scissortail without the Design Review Board's prior written approval. Builders may be allowed one sign on each Lot owned by the respective Builder, advertising the sale of such Lot. All signs shall be of a size designated by and design approved by the Design Review Board. Each builder agrees to use the approved marketing logo(s) on all marketing and advertising materials excluding sales signs.

8. **Deposit of Fill, Gravel or Debris/Concrete Washout Area.** All construction scrap materials, debris, dirt and other construction by-products must be removed promptly from the building site by covered truck. The Owner or the Design Review Board shall designate a clean-out area for concrete trucks and curb cut debris. Such area shall be the only location within the Properties in which washout may occur and curb cut debris may be stored. This area shall be cleaned every two weeks to maintain the appearance of the overall development.

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9. **Erosion Control.** Each Owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the Owner, including reimbursement of the Declarant and Association of any expenses they have incurred. In the event landscaping is delayed to meet optimal planting seasons, Owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a Design Review Board acknowledgement of compliance will depend on compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within twenty-four (24) hours of notice of such default.

10. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, fences, mailboxes, sidewalks and/or other improvements whether surface or subsurface will not be permitted to continue in a state of disrepair for more than fifteen (15) days . If any such damage occurs, it shall be repaired and/or restored promptly. On completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Design Review Board and repairing streets, driveways, pathways, fences, mailboxes, sidewalks, culverts, ditches, signs, lighting and fencing, etc.

11. **Schedule of Assessments for Violations of the Design Review and Development Guidelines for Scissortail.** The following is a Schedule of Assessments that will be enforced when a contractor or Owner violates the Governing Documents and/or these Design Review and Development Guidelines. The assessments are in addition to any actual costs incurred by the Association as a result of an Owner's non-compliance, which will be assessed to the Owner. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or Owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the Design Review Board due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the Design Review Board. The Schedule of Assessments may be amended by the Design Review Board to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 of the Design Review and Development Guidelines.

Schedule of Assessments

The Violation	Assessment
▪ First violation of guideline	Owner will receive notice of violation and have five (5) consecutive days to remedy violation, otherwise $100.00 fine.
▪ Second violation of guideline	$500.00

- Subsequent violations shall be assessed $50.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

4. **DESIGN STANDARDS**
PLEASE NOTE THAT DESIGN STANDARDS MAY VARY BY COMMUNITY. BE SURE TO DETERMINE THE APPLICABLE STANDARD FOR YOUR COMMUNITY.

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In addition to the design standards contained elsewhere in these Design Review and Development Guidelines, there are specific design review standards applicable to Lots within a particular Community. **"Design Review Board"** shall refer to the Design Review Board otherwise known as the Architectural Review Committee.

Fencing/Easement Areas. All fences must be Shadow box design with cap and trim, must be constructed of Cedar. At a minimum all street facing fence sections will be stained "Sable Brown" (using the product Wood Defender, Standard Paints, Inc.) and must be specifically approved by Design Review Board.

Gating of Lots. The gating of the driveway of any Lot must be approved by the Design Review Board and must otherwise comply with the Governing Documents.

Siting of Houses. All houses will be sited on Lots using GPS coordinates.

Play areas/Recreational Equipment. All play and recreational equipment or structures including, but not limited to, pools, swing sets, trampolines, batting cages and similar types of materials shall be installed such that it is not capable of being seen from any street unless such placement is not possible due ot the uniqueness of a particular lot.

Garages. All detached garages must be specifically approved by the Design Review Board.

Chimneys. In addition to certain Community specific requirements, there shall be no metal chimneys.

HVAC/Service Equipment/Pool Equipment. All service or support equipment installed to support a dwelling unit including heating and air conditioning systems, swimming pool equipment and electrical systems (including generators or solar panels) shall be installed such that they are fully screened or not visible from the street or an adjoining Lot.

Mailboxes. All mailboxes will be of the type as designated by the Design Review Board.

Landscape Escrow. Each Builder will insure that a Landscape Escrow is included in each custom home construction contract to insure minimum standards for planting and irrigation are met by the custom home owner or buyer. Furthermore, a Builder will not permit custom home owner or buyer to remove landscape and irrigation installation from the custom home construction contract prior to completion of the contract.

Community-Specific Design Standards

Scissortail Savanna Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than two-thousand eight hundred (2,800) square feet exclusive of basements (unless walkout), open porches and garages.. Front yard and side yard set backs must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories except where site characteristics provide for walk out basement construction..

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or other similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house will be approved in advance by the Design Review Board and will consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

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Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thrity (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS CAN BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete, stone or brick or combination thereof approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of one hundred and fifty (150) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Two (**2**) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first floor plate line, the Design Review Board can make exceptions for architectural elements that could include siding below the plate line under certain circumstances when requested in writing by the Owner at plan approval stage.

Scissortail Silhouette Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than three thousand two hundred (3,200) square feet exclusive of basements, open porches and garages; provided, however, upon application to the Design Review Board. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure (not pergolas or shade structures) may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard set backs must conform to City ordinances and the Development Standards set forth herein. Structures shall not have more than two-stories.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house will be approved in advance by the

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Design Review Board and will consist of only of cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thrity (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS CAN BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning\HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of two hundred (200) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first floor plate line, the Design Review Board can make exceptions for architectural elements that could include siding below the plate line under certain circumstances when requested by the owner at plan approval stage.

Scissortail Sequoia Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than four thousand (4,000) square feet exclusive of open porches and garages. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure of their own may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard set backs must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry

material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or any other architectural accents. Any siding used in the construction of a house will be approved in advance by the Design Review Board and will consist of only s cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a forty (40) year life in weathered wood, charcoal or black in color. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of two hundred fifty (250) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Additional General Design Standards

These additional general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to Design Review Board review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the Design Review Board. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot regardless of the Community. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive Design Review Board approval prior to undertaking new construction or a modification.

4.1. Address Numbers. All Lots shall contain address plaques attached to the Dwelling in such form as required by the Design Review Board. Address numbers shall also appear on each mailbox on each Lot if individual boxes are used. Address numbers shall not be painted on any curb.

4.2. Air Conditioners and Fans. See specific Community guidelines.

4.3. Awnings and Birdfeeders. Cloth awnings are not permitted. Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.

4.4. Chimneys. No metal chimneys or metal caps for chimneys shall be used.

4.5. Clotheslines. Clotheslines are prohibited.

4.6. Decks. Decks may be constructed in the back yard of a Lot with prior Design Review Board approval. Decks may be constructed of wood or composite materials or other materials similar to the materials used on the residence. Decks of wood must be painted or stained substantially similar to the residence. The Design Review Board may require the underside of the deck to be screened.

4.7. Dog Houses. Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than four feet (4') wide by four feet (4') long and five feet (5') tall at the peak of the roof. Color of the dog house must match the trim on the residence and shall be shingled substantially similar to that of the residence. Any dog house shall not be visible from any street, any adjacent Lot or Common Areas.

4.8. Dog Runs. Dog runs are not permitted.

4.9. Doors. Door colors and materials shall remain as originally installed, unless otherwise given prior Design Review Board approval.

4.10. Drainage. All drainage shall conform to City ordinance and the Scissortail development drainage plan.

4.11. Driveways and Sidewalks. The Declarant and Builders have installed standard concrete, stone or brick driveways and sidewalks. Any modification to these must receive prior Design Review Board approval and must meet City ordinance. No public sidewalk visible from any street, any Lot or the Common Areas shall be painted, stained or otherwise colored or decorated. No sidewalk or pad shall be constructed for the purpose of storing trash receptacles unless such sidewalk or pad is shielded from view from the street by approved fencing.

4.12. Fences. All fencing shall be consistent throughout the Properties, and shall be constructed of Cedar material in a Shadow Box Design with cap and trim and any street facing fencing will be stained Sable Brown as defined hereined by the Design Review Board. Any request for a different type fence other than wood privacy fencing must be approved by the Design Review Board prior to installation. No chain link or vinyl fencing is allowed within the Properties except during the construction phase and only then so as to confine the trash receptacle area.

4.13. Firewood Storage. Design Review Board approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity and does not constitute a nuisance or hazard or breach of the Governing Documents.

4.14. Flags and Flagpoles; Decorations. Flag poles are permitted provided they do not exceed twenty feet (20') in height and receive prior Design Review Board approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative affect on the aesthetic quality of the community. Flags that are obscene, abusive or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within a reasonable time after the end of such holiday or season not to exceed fifteen (15) days following the end of the holiday or season.

4.15. Garages and Garage Doors. Modifications to original garages and garage doors must receive prior Design Review Board approval. Carports are not allowed.

4.16. Flowers and Gardens. No Design Review Board approval required for flower gardens, however, vegetable gardens are not permitted on Lots.

4.17. Gazebos. Gazebos, pool houses and similar personal recreational structures must receive prior Design Review Board approval.

4.18. Irrigation Systems. Are required on all Lots.

4.19. Landscaping. See, Section 5 below.

4.20. Lights and Lighting. All exterior lighting shall not cause light to fall on adjoining lots or houses.

4.21. Mailboxes. Mailbox design will be designated by the Design Review Board.

4.22. Motion Detector & Security Lighting. Motion detectors and security lights are permitted with prior Design Review Board approval. Under no circumstance shall security lighting shall shine on any adjoining Lot.

4.23. Outbuildings. One (1) complimentary building other than the Dwelling may be approved by the Design Review Board. No garage or complimentary building on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Any complimentary building on a Lot must architecturally match the Dwelling, must be no more than one story, must be approved by Design Review Board and must comply with the Design Review and Development Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on the Properties as Declarant, in Declarant's sole discretion, determines to be necessary during the period of, and in connection with the sale of Lots, construction and sale of Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Design Review Board. Each outbuilding shall be properly permitted as required by City ordinance.

4.24. Outdoor Furniture & Cooking. Except with prior Design Review Board approval, all outdoor furniture shall be contained wholly within the back yard of a Lot. Barbecue grills or other types of outdoor cooking equipment shall be located within the rear yard. Furniture designed and sold for indoor use shall not be used, stored or displayed outside.

4.25. Painting. Prior Design Review Board approval is required for all painting, including, but not limited to, structures and garages, of a color other than originally installed by the Declarant or Builder.

4.26. Patios, Patio Covers, Porches, Arbors. All patios, porches and the like must receive prior Design Review Board approval.

4.27. Play and Sports Equipment. Free standing playhouses, tree houses and other play equipment such as trampolines are permitted, but must be located within the rear yard behind a shadow box fence so as to screen the view from any ajoining lot or street. Permanent basketball goals are permitted in the front yard only with Design Review Board approval and must be properly maintained. Any variation to these provisions will require Design Review Board approval. Temporary basketball goals are not permitted.

4.28. Pools. Small, temporary childrens-style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any Lot in the vicinity and are emptied when not in use. Above-ground pools are not permitted under any circumstance. In-ground pools are permitted with prior Design Review Board approval.

4.29. Retaining Walls. Retaining walls will be constructed of the same masonry materials as the house unless approved in advance by the Design Review Board.

4.30. Roofs. See specific Community design guidelines, above.

4.31. Satellite Dishes and Antennas. No exterior radio antenna, television antenna or other antenna, satellite dish or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view

(i) Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

4.32. Siding. Unless otherwise provided in Community-Specific Design Standards, any siding must receive prior Design Review Board approval.

4.33. Signs: Subject to the restriction that no sign shall be located within any Common Area and except as reserved by the Declarant, the following sign standards shall apply. No signs whatsoever (including, but not limited to, leasing, commercial, political and similar signs) shall be erected or maintained on any Lot that has not been previously approved by the Design Review Board, except that:

(i) Street signs and such other informational signs as may be required by law, a governmental authority, or the Association;

(ii) During the construction of any Residential Dwelling, building or other improvement, only one (1) job identification sign not larger than seventy two (72) inches in height and thirty six (36) inches in width and having a face area not larger than sixteen (16) square feet identifying the builder and realtor. No other subcontractors or vendorsare permitted to have advertising or signage in Scissortail.All Builder and Realtor signs will conform to the design designated by the Design Review Board.

(iii) Not more than one (1) political sign having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Properties may erect signs on Lots owned by Declarant to identify such lender. Builders may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder owns. In all other instances, the Design Review Board must approve all signs prior to placement within the Properties.

4.34. Skateboard Ramps. Not permitted.

4.35. Skylights. See specific Community design standards, above.

4.36. Solar Devices. All solar devices must receive prior Design Review Board approval.

4.37. Statues, Sculptures, Fountains, Ponds. Placement of any statue, sculpture, fountain, pond or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is prohibited by the Design Review Board . All elements of artistic expressions visible from other Lots or requiring any excavation must receive prior Design Review Board approval.

4.38. Storm/Security Doors. Storm and security doors are allowed with prior Design Review Board approval.

4.39. Temporary Structures. Temporary structures suitable for a wedding, birthday party and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within twenty-four (24) hours of the conclusion of the occasion. This design standard shall not limit Association activities.

4.40. Trash and Garbage Receptacles. Trash and other receptacles shall be absent from view from any street, any Lot and Common Areas on all days other than designated trash and/or recycling pick up days.

4.41. Tree Houses. Tree houses constructed in or on vegetation are not permitted.

4.42. Underground Installations. Unless otherwise approved by the Design Review Board, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment. The Association shall have the right to enter on Lots to plant, install, maintain and replace such plants, shrubbery and screening devices without liability to the Owner or otherwise.

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4.43. Variety in Design. Dwellings with the same floor plan and same elevation must have a minimum of three (3) Lots between such Dwellings when built on the same side of a street. Such Dwellings shall not be constructed on corresponding corner Lots. A minimum of two (2) Dwellings must be built between dwellings with the same style and color of brick.

4.44. Walls. All walls of any nature, for example but not limitation retaining walls, landscaping walls and decorative walls, must receive prior Design Review Board approval.

4.45. Wells. Wells of any kind are not permitted except as provided by Declarant for irrigation and water level maintenance of ponds.

5. Landscaping Standards

5.1. Overview.

The Design Review Board retains oversight of landscaping improvements to Lots to make assurance that the Scissortail community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within thirty (30) days of the date the Dwelling is substantially competed, whichever is later. NOTWITHSTANDING SPECIFIC TREE PLANTING REQUIREMEMTS, Lots with numerous naturally occurring trees can request a waiver of the requirement to plant additional trees from the Design Review Board.

5.2. Concepts.

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements and surrounding vegetation.

2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

5.3. Objectives.

All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

1. Beautify.

1.1. Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.

1.2. Soften the impact of corners and broad wall areas with vertical and spreading foliage.

1.3. To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.

2. Screen. Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.

3. Restoration. Restoration of a site due to construction.

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4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with Scissortail's master drainage plan.

5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.

6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

7. **View**. Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

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Exhibit A to SCISSORTAIL Design Review Guidelines

APPLICATION FOR DESIGN REVIEW FOR SCISSORTAIL

Pursuant to the Governing Documents, any Owner desiring to make any modification to a Lot must make an application to the Design Review Board prior to commencement of work. By completing this Application and making the appropriate submittals, you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to modifications and the authority and discretion afforded the Design Review Board, all such provisions within the Governing Documents being incorporated herein by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) _____

Property address: _____ Lot #: _____

Phone : _____ Email: _____

Community: _____

This is a Re-application: ☐ YES ☐ NO

1. **Modification Area**. Approval is requested for the following modifications as described below and on the submittal pages. The general type of modification requested is indicated below. If applicable, appropriate submittal pages are indicated and attached to this Application. _____
_____
_____
_____

2. **Submittal Pages**. All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review and Development Guidelines. Failure to include the submittal pages will result in a returned Application.

   Commencement date: _____ Time for completion: _____

_____ _____
Owner's Signature(s)

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____
_____
_____

_____ _____
Date Authorized Design Review Board Representative

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☐ Landscaping.
- Savanna
  - ☐ 150 Sq Ft landscape bedding in front yard
  - ☐ 2 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding
- Silhouette
  - ☐ 200 Sq Ft landscape bedding in front yard
  - ☐ 3 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding
- Sequoia
  - ☐ 250 Sq Ft landscape bedding in front yard
  - ☐ 3 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding

We, the Owner(s) and the Builder have completed our own inspection of the above referenced items.

Commencement date: _____ Time for completion: _____

_____ _____
Owner/Buyer's Signature(s)

_____
Builder's Signature

DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____

_____

_____

_____ _____
Date Authorized Design Review Board Representative

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Exhibit B to SCISSORTAIL Design Review Guidelines

APPLICATION FOR APPROVAL OF FINAL INSPECTION PRIOR TO SALE/CONSTUCTION COMPLETION

Pursuant to the Governing Documents, any Owner desiring to sell a Lot with a completed house must comply with all covenants and design standards. By completing this Inspection and making the appropriate submittals, you successfully complete the requirements for sale.

Name of Owner(s)/Buyer(s): _____

Name of Builder: _____

Lot Number: _____

Property address: _____

Owner/Buyers phone: _____ Owner/Buyers phone: _____

Owner/Buyer's email: _____ Owner/Buyer's email: _____

Builder Must Check Each Section:

Exterior Area. Approval is requested for requirements for the exterior of the home.

- ☐ Compliant Exterior Materials.
- ☐ Outbuilding Compliant to Architecturally Match Main Dwelling
- ☐ Address Numbers Cast into Masonry on House and numbers on Mailbox
- ☐ Drainage
  - ☐ Have NOT Modified Existing Drainage on the Lot
  - ☐ Drainage Modification Occurred (Provide written or pictorial explanation of change and/or remedy)

    _____

    _____

    _____
- ☐ Fencing.
  - ☐ Shadowbox Cap and Trim
  - ☐ Constructed of CEDAR
  - ☐ Constructed of Other Materials Approved by DRB (attach approval)
  - ☐ Stained Sable Brown (for street facing sections)
- ☐ Fully Screened.
  - ☐ HVAC
  - ☐ Pool Equipment
  - ☐ Any Additional Service Equipment

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Exhibit C to SCISSORTAIL Design Review Guidelines

APPLICATION FOR CONSTRUCTION PLANS APPROVAL

Lot Number: _____

Builder/Owner: _____

Commencement Date: _____

Square Footage (Conditioned Space): _____

Square Footage of Outdoor Living Space: _____
(Applies to Silhouette and Sequoia Neighborhoods and only necessary if applicant is asking for consideration to meet the Building Size Requirements as set forth in the Covenants)

All proposed new construction or modification in the Scissortail Subdivision requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application.

Construction drawings include, but may not limited to:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements. The Site Plan will also show the downspout tight lined drainage plan.

2. **Drainage, Erosion Control and Grading Plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required. The Drainage, Erosion and Grading Plan will also show the downspout tight lined drainage plan. The plan will also show the erosion controls.

3. **Floor Plan.** A floor plan must be submitted that details square footage per level and total and showing the entry steps and the finished floor elevation.

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4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans. Any requests for waivers of specific requirements should be specified.

7. **Landscape Plan**. A landscape plan is not a requirement at plan approval but is a valuable tool to help understand the development of each lot and are encouraged to be submitted with the house plans or prior to installation of the landscape materials.

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

Reviewed and Approved this ____ day of _____, 20___.

_____
Design Review Board

Benton County, AR
I certify this instrument was filed on
04/27/2017 8:01:19AM
and recorded in DEED Book
2017 at pages 23858 - 23942
Brenda DeShields-Circuit Clerk

L202028926
BENTON CO. AR FEE $165.00
PRESENTED & E-RECORDED
05/21/2020 01:33:52 PM
BRENDA DESHIELDS
Circuit Clerk & Recorder

This Instrument Prepared By:
John Alan Lewis
J. Alan Lewis, PLLC
207 SE A Street
Bentonville, AR 72712

First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas

Pursuant to Section 17.1 of the Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas dated April 24, 2017 and filed of record with the Benton County, Arkansas Circuit Clerk on April 27, 2017 in Book 2017, Page 23858, et al (the "***Declaration***"), the undersigned signatory, Declarant under the Declaration, states as follows:

1. The Class B Control Period remains in effect and Declarant, pursuant to Section 17.1 of the Declaration, continues to have the right to amend the Declaration.

2. Section 2.7 of the Declaration is amended in its entirety and the following language inserted in lieu thereof:

*2.7 "**Builder**" or "**Approved Builder**" means a general contractor licensed in the State of Arkansas who or which specializes in single family construction and who or which is currently approved by the Declarant so as to construct residential dwellings in the Subdivision and make other improvements to a Lot. At the election of the Declarant, if a Builder acquires title to a Lot in its own name (or the name of an affiliate), the Lot may be declared exempt from Base Assessments for a period of twelve months from the date the Builder takes title to the Lot.*

3. Section 4.1 of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

4.1 General.

The Design Review Board has exclusive architectural and design review approval over all contemplated construction in the Scissortail Subdivision. Each Owner must first obtain the prior written approval of the Design Review Board as to design and the Builder the Owner wants to use to make an improvement to a Lot before beginning work of the kind on a Lot. The Design Review Board may, from time to time, delegate in writing some of its power or responsibilities, with respect to design review to the Association. Unless and until such time as the Design Review Board delegates in writing all or a portion of its reserved rights to the Association, the Association has no jurisdiction over design matters or the approval of a Builder; provided, however, any matters delegated or assigned in writing to the Association may be withdrawn at any time by the Design Review Board or restricted in any way or manner the Design Review Board deems appropriate. To assist with an Owner's navigation of the design review process and standards, the Design Review Board

adopts the Design Review and Development Guidelines as initially set out in Exhibit F, which may be amended from time to time as provided in Section 1.3 to the Design Review and Development Guidelines. Until the Declarant delivers written notice to the Association, the Declarant shall act as the Design Review Board. The Declarant's authority to act as the Design Review Board shall continue until the earlier of: (a) the termination of the Class B Control Period; or (b) the Declarant by Recorded document assigns oversight of the Design Review Board to the Association. Only Approved Builders, as defined in the First Amendment to Declaration of Covenants, shall be used to construct a residential dwelling on a Lot or any modification or enhancement to a residential dwelling located on a Lot.

4. Exhibit E of the Declaration is amended in its entirety and the following inserted in lieu thereof:

Exhibit E

Calculation of Lot Assessments

*Each time a Lot transfers to a new Owner from a Builder or Approved Builder (a new sale), the Association shall assess against that Lot a Lot Capital Fee (the "**Lot Capital Fee**") of $500.00 to be paid directly to the Declarant. Each payment of the Lot Capital Fee to the Declarant is repayment for certain capital expenses made by the Declarant for the benefit of the Subdivision and the Association.*

*Each time a Lot transfers to a new Owner (a new sale or re-sale), the Association shall assess against that Lot a Transfer Fee (the "**Lot Transfer Fee**") of $150.*

*In addition to the Lot Transfer Fee and the Lot Capital Fee, the Board shall each year establish a regular, annual assessment for that year for all Lots in the Subdivision (the "**Annual Assessment**"). The Annual Assessment will be billed to each Owner and must be be paid no later than 60 days from the date of the billing. Thereafter, all unpaid Annual Assessment amounts shall be deemed delinquent and subject to the Board filing a lien against the Lot. Despite the preceding sentences, the Declarant shall not be liable for Annual Assessments to a Lot so long as Declarant (or any affiliate of Declarant) holds title to the Lot.]*

5. Exhibit F is amended in its entirety as set forth in Schedule 4.1 attached.

[SIGNATURE PAGE FOLLOWS]

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas is entered into and deemed effective as of the date set forth below.

DECLARANT:

SCISSORTAIL PARTNERS, LLC,
an Arkansas limited liability company

By: _____
Robert David, Manager of Moraine Properties, LLC, Manager of Scissortail Partners, LLC

Date: May 21, 2020

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF Benton)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, **ROBERT DAVID**, to me personally well known, who stated that he was the Manager of Moraine Properties, LLC, manager of **SCISSORTAIL PARTNERS, LLC,** an Arkansas limited liability company, and stated and acknowledged that he had executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 21st day of May, 2020.

Ashley M. Robertson
Notary Public

My Commission Expires:
9/19/2023

ASHLEY M. ROBERTSON NOTARY PUBLIC ARKANSAS BENTON COUNTY 12395880 EXPIRES 9-19-2023

SCHEDULE 4.1
(To First Amendment to Declaration)

AMENDED AND RESTATED DESIGN REVIEW AND DEVELOPMENT GUIDELINES FOR SCISSORTAIL

Pursuant to the authority granted the Design Review Board in Section 1.3, Exhibit F of the Declaration, the Design Review Board amends and restates the Design Review and Development Guidelines for Scissortail in their entirety as set forth below:

RECITALS:

A. Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Benton Circuit Clerk on April 27, 2017, 2017 in Book 2017, page 23858, as amended (the "***Declaration***"), unless the context in these Amended and Restated Guidelines indicates otherwise.

B. These Amended and Restated Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these Amended and Restated Guidelines does not assure approval of any particular designs. The Declarant or Design Review Board, as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these Amended and Restated Guidelines.

C. So as to maintain continued conformity with the Declaration and assure that first-class construction methods are continued in the Subdivision as well as to protect the Developer's significant investment in the infrastructure in the Subdivision, the Design Review Board has determined that it is in the best interests of all parties to only allow approved residential builders in the Subdivision that that have the requisite expertise and financial capability to complete in a timely manner projects they begin. The Design Review Board shall maintain a list of approved residential builders (the "***Approved Builders***", "***Builders***", "***Approved Builder***", or "***Approved Builder***" as the context requires). Approved Builders are the only persons permitted to build dwellings or make other improvements or modifications to a Lot in the Subdivision. The Design Review Board will only consider applications from Owners that designate an Approved Builder as the general contractor for the contemplated project.

D. These Amended and Restated Guidelines are a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any designs shall be based on aesthetic considerations only. Declarant, the Association or the Design Review Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, for failure to give

any Builder or Owner notice of any easement or right of way of record, or for ensuring that every structure is of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to other owners of property in Scissortail. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use and hereby disclaims any liability in connection with the use of this information.

1. INTRODUCTION

1.1. Purpose.

Scissortail is a planned community comprising real property in Benton County, Arkansas. The purpose of the Scissortail development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review and Development Guidelines and Design Review Board is to meet the overall Scissortail purpose by assisting in the building design process. As a general rule, the Design Review and Development Guidelines and Design Review Board will not dictate any particular architectural style or hinder personal design preferences. The Design Review and Development Guidelines and Design Review Board will strive to maintain an aesthetic flow between each of the Communities. Traditional design details may be incorporated in the Design Review and Development Guidelines, but any styles that tend to disrupt aesthetic harmony will be discouraged.

1.2. Scope.

The Design Review and Development Guidelines and Design Review Board's oversight apply to all modifications as defined within the Governing Documents. Modifications include new construction and the alteration of or additions to existing construction. "**Owner**" shall include any entity or person retained or employed by an Owner. "**Approved Builder**" means one of the residential building contractors on a list of approved builders maintained by the Design Review Board.

1.3. Amendments.

The Design Review Board may amend, cancel, add to, modify or otherwise change these Amended and Restated Guidelines from time to time as necessary in the Design Review Board's sole discretion. The Design Review Board shall send notice of any changes by mail to all Owners at least five (5) business days prior to implementation of any new design guideline. Such mailing or failure thereof, shall not relieve an Owner of such Owner's obligation to determine applicable design guidelines prior to making any new construction or modification.

1.4. Compliance with Local Law and Covenants.

The Design Review Board is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law or environmental agency compliance.

Notwithstanding the foregoing, prior to sale by the original Owner (Builder) of any Lot or completed house thereon, a final inspection must be conducted by the Design Review Board to ensure full compliance with all covenants and design standards. No letter will be provided by the Declarant, Design Review Board or Property Owners Association without

the final inspection being complete and a copy of Exhibit B attached hereto signed by all parties.

1.5. Limitation of Liability.

The Design Review Board is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The Design Review Board shall bear no liability and is not responsible for workmanship, safety or quality of new construction or modification based on its review and decision of an application.

2. DESIGN REVIEW PROCEDURES

2.1. Applicability.

These Amended and Restated Guidelines apply to all new construction, remodeling and modifications within Scissortail. Other examples include by illustration only mail boxes, fences, antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding and playground and outdoor recreational equipment of any type.

2.2. Design Review Board.

Oversight of the Design Review and Development Guidelines is vested in the Design Review Board. The Design Review Board shall initially consist of one Builder and at least two persons appointed by the Declarant but at no time more than five (5) persons. Members of the Design Review Board may include Builders, architects or similar professionals who are not Owners.

The Design Review Board may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and modifications shall take place in strict compliance with the Declaration, these Amended and Restated Guidelines and the application and review procedures promulgated by the Design Review Board.

2.3. Review Fees.

The Design Review Board may not establish a review fee schedule applicable to the oversight of administering the Design Review and Development Guidelines.

2.4. Review Standards.

As provided in the Governing Documents, the Design Review Board shall approve any new construction or modification only if the Design Review Board deems, in its discretion, that new construction and modifications conform to and harmonize with the existing surroundings, residences, landscaping and structures and meets the requirements for such new construction and modifications found in the Governing Documents, these Amended and Restated Guidelines and procedures promulgated by the Design Review Board. A structure destroyed (partially or totally) by fire or other casualty or peril shall be considered as new construction.

The Design Review Board evaluates all submissions on the merits of the application. Besides evaluation of the particular design which shall include consideration of the characteristics of the housing type and the particular site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Amended and Restated Guidelines.

Compliance with the Governing Documents. All applications are reviewed to confirm that the proposed new construction or modification is in conformance with the Governing Documents.

Relation to the Natural Environment. All applications are reviewed to confirm that the proposed new construction or modification represents a positive or neutral effect on the surrounding natural environment.

Validity of Concept. All applications are reviewed to confirm that the proposed new construction or modification is sound in concept and appropriate to its surroundings.

Design Compatibility. All applications are reviewed to confirm that the proposed new construction or modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details. Identical elevations cannot be used where the structures are visible one to the other.

Location and Impact on Neighbors. All applications are reviewed to confirm that the proposed new construction or modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight and ventilation.

Scale. All applications are reviewed to confirm that the proposed new construction or modification relates well to the size, in three (3) dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

Color. All applications are reviewed to confirm that the proposed new construction or modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity. Pastel colors or bright colors will only be permitted by special request if at all.

Materials. All applications are reviewed to confirm that the proposed new construction or modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

Workmanship. All applications are reviewed to confirm that the proposed new construction or modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

Timing. All applications are reviewed to confirm that the proposed new construction or modification will be completed in a timely manner, whether an Owner performs such work or contracts the work to be done. All construction activity associated with any Lot for which an application has been approved by the Design Review Board shall be substantially complete (as

determined by the Declarant or the Design Review Board) within eighteen months from the date the application was initially approved and all landscaping fully installed within thirty (30) days from the date the dwelling unit is completed. The failure to satisfy this time requirement shall subject the Owner or the Builder to Builder Assessments.

Approved Builder. All applications must include the full name of the Approved Builder the Owner intends to use for the proposed construction or modification.

2.5. Review Process for New Construction and Modifications.

Prior to making application to the Design Review Board, Owners are encouraged to meet with a representative of the Design Review Board to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review and Development Guidelines and applicable forms. Prior to commencing any new construction, a Builder shall submit to the Design Review Board fully completed application forms for approval. The acceptable application forms appear as Exhibits A, B, and C to these Amended and Restated Guidelines. Such application shall include Plans showing floor plans with square footages, site layout, exterior elevations, exterior materials and colors, drainage structures if any and other features of proposed construction, as applicable. The Design Review Board may require the submission of such additional information as may be reasonably necessary to consider any application. The Design Review Board will provide a response within five (5) days of receipt. The Design Review Board will meet on a regular basis as determined by the Design Review Board.

In reviewing each submission, the Design Review Board will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Within five (5) days after receipt of a completed application and all required information, the Design Review Board shall respond in writing or email to the applicant at the address specified in the application. The response may: (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The Design Review Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Design Review Board fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the Design Review Board pursuant to this section. Any approval inconsistent with the Declaration or these Amended and Restated Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The Design Review Board shall notify Declarant, so long as Declarant owns any property described in Exhibits A or B to the Declaration and the Design Review Board in writing within three (3) business days after the Design Review Board has approved any application relating to proposed modifications unless Declarant or the Design Review Board, respectively, waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application

and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any of the Properties and the Design Review Board shall have ten (10) days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the Design Review Board and the applicant.

If construction does not commence on a new construction or modifications project for which plans have been approved within one hundred and twenty (120) days after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed modifications. "***Commencement***" shall begin on such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or modifications shall be completed within eighteen (18) months from the date the Design Review Board approves the application unless otherwise specified in the notice of approval or unless the Design Review Board grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner as well as being subject to Builder Assessments.

The Design Review Board, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of the home on such Owner's Lot without approval provided such alterations do not affect the aesthetics of the exterior of the home as they appear prior to the alteration. Modifications to the interior of screened porches, patios and similar portions of a home visible from outside the structure shall be subject to approval. This section shall not apply to the activities of Declarant or to activities of the Association during the Class B Control Period.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

3.1. Construction Drawings.

All proposed new construction or Modification requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application. Requests for the approval of plans for the construction of homes that are identical to one another shall only be for Lots separated one to the other so that they are not visible one to the other. Changes in the elevation will be considered by the Design Review Board as a solution to this issue.

Construction drawings include, but are not limited to:

Site Plan. A site plan must be submitted with the application and will include, at a minimum, the following:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements.

2. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans.

7. **Landscape Plan**. A landscape plan is not a requirement but is a valuable tool to help understand the development of each Lot and is encouraged to be submitted with the house plans.

8. **Erosion control and Grading Plan**. All Lots will require an erosion control plan which can be represented on the site plan or the grading plan but must show all erosion control devices.

3.2. Changes After Approval of Final Construction Plans

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

3.3. Construction/Development Guidelines.

3.3.1. GENERAL.

These Construction and Development Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Scissortail. These Amended and Restated Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of

duties while within Scissortail. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Scissortail's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

3.3.2. GUIDELINES.

1. **Site Activity/Appearance; Clearing.** All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. All materials stored on a Lot shall be kept in a neat condition to not detract from the appearance of the Properties and so as to give the visual impression from adjacent streets of a safe, clean and orderly work site. All building material deliveries shall be coordinated to minimize lengthy (in excess of two (2) weeks) on-site storage before use. All scrap materials and trash will be confined to a particular area on each Lot. Trash is to be placed in a wire mesh or solid container at the end of each day and is to be removed frequently enough to prevent overflow from the container, (this requirement will also apply to construction offices). Site clearing or construction on any property within Scissortail is not permitted without first submitting an application and obtaining final approval from the Design Review Board.

2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris which is to be emptied or removed when full. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted within Scissortail and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within twenty-four (24) hours of notice of such default. Trash receptacles must be kept in an area confined by chain link or similar fencing. Trash susceptible to blowing such as paper and other lightweight material will be contained in a caged configuration so to avoid being blown out of construction receptacles or dumpsters.

3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of portable toilets, so long as these guidelines are adhered to. In all respects, the Design Review Board will seek to lessen the aesthetic impact and total number of portable toilets in Scissortail during construction.

4. **Nuisances and Construction Hours**. No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted. All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. Construction activities shall occur only during the hours of **7 a.m. to 7 p.m.** Central Standard Time.

5. **No Pets.** Pets are not allowed on building sites. No Exceptions.

6. **Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the Design Review Board and the Owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the Design Review Board.

7. **Signs.** Builders shall not place any sign within the right-of-way of any street or road providing access to Scissortail without the Design Review Board's prior written approval. Builders may be allowed one sign on each Lot owned by the respective Builder, advertising the sale of such Lot. All signs shall be of a size designated by and design approved by the Design Review Board. Builder agrees to use the approved marketing logo(s) on all marketing and advertising materials excluding sales signs.

8. **Deposit of Fill, Gravel or Debris/Concrete Washout Area.** All construction scrap materials, debris, dirt and other construction by-products must be removed promptly from the building site by covered truck. The Owner or the Design Review Board shall designate a clean-out area for concrete trucks and curb cut debris. Such area shall be the only location within the Properties in which washout may occur and curb cut debris may be stored. This area shall be cleaned every two weeks to maintain the appearance of the overall development.

9. **Erosion Control.** Each Owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the Owner, including reimbursement of the Declarant and Association of any expenses they have incurred. In the event landscaping is delayed to meet optimal planting seasons, Owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a Design Review Board acknowledgement of compliance will depend on compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within twenty-four (24) hours of notice of such default.

10. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, fences, mailboxes, sidewalks and/or other improvements whether surface or subsurface will not be permitted to continue in a state of disrepair for more than fifteen (15) days. If any such damage occurs, it shall be repaired and/or restored promptly. On completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Design Review Board and repairing streets, driveways, pathways, fences, mailboxes, sidewalks, culverts, ditches, signs, lighting and fencing, etc.

11. **Schedule of Assessments for Violations of the Design Review and Development Guidelines for Scissortail.** The following is a Schedule of Assessments that will be enforced when a contractor, Approved Builder, or Owner violates the Governing Documents and/or these Amended and Restated Guidelines. The assessments are in addition to any actual costs incurred by the Association as a result of an Owner's non-compliance, which will be assessed to the Owner. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or Owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the Design Review Board due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the Design Review Board. The Schedule of Assessments may be amended by the Design Review Board to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 of the Design Review and Development Guidelines.

Schedule of Assessments

The Violation	Assessment
▪ First violation of guideline	Owner will receive notice of violation and have five (5) consecutive days to remedy violation, otherwise $100.00 fine.
▪ Second violation of guideline	$500.00

- Subsequent violations shall be assessed $50.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

4. **DESIGN STANDARDS**
PLEASE NOTE THAT DESIGN STANDARDS MAY VARY BY COMMUNITY. BE SURE TO DETERMINE THE APPLICABLE STANDARD FOR YOUR COMMUNITY.

In addition to the design standards contained elsewhere in these Amended and Restated Guidelines, there are specific design review standards applicable to Lots within a particular Community. "**Design Review Board**" shall refer to the Design Review Board otherwise known as the Architectural Review Committee.

Fencing/Easement Areas. All fences must be Shadow box design with cap and trim, must be constructed of Cedar. At a minimum all street facing fence sections will be stained "Sable Brown" (using the product Wood Defender, Standard Paints, Inc.) and must be specifically approved by Design Review Board.

Gating of Lots. The gating of the driveway of any Lot must be approved by the Design Review Board and must otherwise comply with the Governing Documents.

Siting of Houses. All houses will be sited on Lots using GPS coordinates.

Play areas/Recreational Equipment. All play and recreational equipment or structures including, but not limited to, pools, swing sets, trampolines, batting cages and similar types of materials shall be installed such that they are not capable of being seen from any street unless such placement is not possible due to the uniqueness of a particular lot.

Garages. All detached garages must be specifically approved by the Design Review Board.

Chimneys. In addition to certain Community specific requirements, there shall be no metal chimneys.

HVAC/Service Equipment/Pool Equipment. All service or support equipment installed to support a dwelling unit including heating and air conditioning systems, swimming pool equipment and electrical systems (including generators or solar panels) shall be installed such that they are fully screened or not visible from the street or an adjoining Lot.

Mailboxes. All mailboxes will be of the type as designated by the Design Review Board.

Landscape Escrow. Each Builder will ensure that a Landscape Escrow is included in each custom home construction contract to ensure minimum standards for planting and irrigation are met by the custom home owner or buyer. Furthermore, a Builder will not permit custom home owner or buyer to remove landscape and irrigation installation from the custom home construction contract prior to completion of the contract.

Community-Specific Design Standards

Scissortail Savanna Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than two-thousand eight hundred (2,800) square feet exclusive of basements (unless walkout), open porches and garages. Front yard and side yard setbacks must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories except where site characteristics provide for walk out basement construction.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first-floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or other similar masonry material. This restriction shall not apply to the eaves,

dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thirty (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS MAY BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete, stone or brick or combination thereof approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. All Lots shall have a minimum of one hundred and fifty (150) square feet of landscaping bed in the front yard. Each Owner shall cause his\her\its Builder to install a minimum of Two (2) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior advance approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first-floor plate line, the Design Review Board can make exceptions for architectural elements that may include siding below the plate line under certain circumstances when requested in writing by the Owner at plan approval stage.

Scissortail Silhouette Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than three thousand two hundred (3,200) square feet exclusive of basements, open porches and garages; provided, however, upon application to the Design Review Board. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure (not pergolas or shade structures) may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard setbacks must conform to City ordinances and the Development Standards set forth herein. Structures shall not have more than two-stories.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only of cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural asphalt shingles with no less than a thirty (30) year life in weathered wood, charcoal or black. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning\HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, all trees planted on the Lot must be a 3" caliper or larger Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior advance approval of the Design Review Board. All Lots shall have a minimum of Two hundred (200) square feet of landscaping in the front yard. In addition. Each Owner shall cause his\hers\its Builder to install a minimum of three (3) approved trees, measuring at least 3" in caliper, and placed in front of the dwelling of all Lots upon completion. All Lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first-floor plate line, the Design Review Board can make exceptions for architectural elements that may include siding below the plate line under certain circumstances when requested by the owner at plan approval stage.

Scissortail Sequoia Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than four thousand (4,000) square feet exclusive of open porches and garages. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure of their own may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard setbacks must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first-floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or any other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a forty (40) year life in weathered wood, charcoal or black in color. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. All Lots shall have a minimum of Two hundred and fifty (250) square feet of landscaping bed in the front yard. Each Owner shall cause his\hers\its Builder to install Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All Lots will be sodded and fully irrigated with automatic irrigation system.

Additional General Design Standards

These additional general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to Design Review Board review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the Design Review Board. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot regardless of the Community. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive Design Review Board approval prior to undertaking new construction or a modification.

4.1. **Address Numbers**. All Lots shall contain address plaques attached to the Dwelling in such form as required by the Design Review Board. Address numbers shall also appear on each mailbox on each Lot if individual boxes are used. Address numbers shall not be painted on any curb.

4.2. Air Conditioners and Fans. See specific Community guidelines.

4.3. Awnings and Birdfeeders. Cloth awnings are not permitted. Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.

4.4. Chimneys. No metal chimneys or metal caps for chimneys shall be used.

4.5. Clotheslines. Clotheslines are prohibited.

4.6. Decks. Decks may be constructed in the back yard of a Lot with prior Design Review Board approval. Decks may be constructed of wood or composite materials or other materials similar to the materials used on the residence. Decks of wood must be painted or stained substantially similar to the residence. The Design Review Board may require the underside of the deck to be screened.

4.7. Dog Houses. Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than four feet (4') wide by four feet (4') long and five feet (5') tall at the peak of the roof. Color of the dog house must match the trim on the residence and shall be shingled substantially similar to that of the residence. Any dog house shall not be visible from any street, any adjacent Lot or Common Areas.

4.8. Dog Runs. Dog runs are not permitted.

4.9. Doors. Door colors and materials shall remain as originally installed, unless otherwise given prior Design Review Board approval.

4.10. Drainage. All drainage shall conform to City ordinance and the Scissortail development drainage plan.

4.11. Driveways and Sidewalks. The Declarant and Builders have installed standard concrete, stone or brick driveways and sidewalks. Any modification to these must receive prior Design Review Board approval and must meet City ordinance. No public sidewalk visible from any street, any Lot or the Common Areas shall be painted, stained or otherwise colored or decorated. No sidewalk or pad shall be constructed for the purpose of storing trash receptacles unless such sidewalk or pad is shielded from view from the street by approved fencing.

4.12. Fences. All fencing shall be consistent throughout the Properties, and shall be constructed of Cedar material in a Shadow Box Design with cap and trim and any street facing fencing will be stained Sable Brown as defined by the Design Review Board. Any request for a different type fence other than wood privacy fencing must be approved by the Design Review Board prior to installation. No chain link or vinyl fencing is allowed

within the Properties except during the construction phase and only then so as to confine the trash receptacle area.

4.13. **Firewood Storage**. Design Review Board approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity and does not constitute a nuisance or hazard or breach of the Governing Documents.

4.14. **Flags and Flagpoles; Decorations**. Flag poles are permitted provided they do not exceed twenty feet (20') in height and receive prior Design Review Board approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative effect on the aesthetic quality of the community. Flags that are obscene, abusive or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within a reasonable time after the end of such holiday or season not to exceed fifteen (15) days following the end of the holiday or season.

4.15. **Garages and Garage Doors**. Modifications to original garages and garage doors must receive prior Design Review Board approval. Carports are not allowed.

4.16. **Flowers and Gardens**. No Design Review Board approval required for flower gardens; however, vegetable gardens are not permitted on Lots.

4.17. **Gazebos**. Gazebos, pool houses and similar personal recreational structures must receive prior Design Review Board approval.

4.18. **Irrigation Systems**. Are required on all Lots.

4.19. **Landscaping**. See, Section 5 below.

4.20. **Lights and Lighting**. All exterior lighting shall not cause light to fall on adjoining lots or houses.

4.21. **Mailboxes**. Mailbox design will be designated by the Design Review Board.

4.22. **Motion Detector & Security Lighting**. Motion detectors and security lights are permitted with prior Design Review Board approval. Under no circumstance shall security lighting shall shine on any adjoining Lot.

4.23. **Outbuildings**. One (1) complimentary building other than the Dwelling may be approved by the Design Review Board. No garage or complimentary building on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Any complimentary building on a Lot must architecturally match the Dwelling, must be no more than one story, must be approved by Design Review Board and must comply with the Design Review and Development Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on the Properties as

Declarant, in Declarant's sole discretion, determines to be necessary during the period of, and in connection with the sale of Lots, construction and sale of Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Design Review Board. Each outbuilding shall be properly permitted as required by City ordinance.

4.24. **Outdoor Furniture & Cooking**. Except with prior Design Review Board approval, all outdoor furniture shall be contained wholly within the back yard of a Lot. Barbecue grills or other types of outdoor cooking equipment shall be located within the rear yard. Furniture designed and sold for indoor use shall not be used, stored or displayed outside.

4.25. **Painting**. Prior Design Review Board approval is required for all painting, including, but not limited to, structures and garages, of a color other than originally installed by the Declarant or Builder.

4.26. **Patios, Patio Covers, Porches, Arbors**. All patios, porches and the like must receive prior Design Review Board approval.

4.27. **Play and Sports Equipment**. Free standing playhouses, tree houses and other play equipment such as trampolines are permitted, but must be located within the rear yard behind a shadow box fence so as to screen the view from any adjoining lot or street. Permanent basketball goals are permitted in the front yard only with Design Review Board approval and must be properly maintained. Any variation to these provisions will require Design Review Board approval. Temporary basketball goals are not permitted.

4.28. **Pools**. Small, temporary childrens-style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any Lot in the vicinity and are emptied when not in use. Above-ground pools are not permitted under any circumstance. In-ground pools are permitted with prior Design Review Board approval.

4.29. **Retaining Walls**. Retaining walls will be constructed of the same masonry materials as the house unless approved in advance by the Design Review Board.

4.30. **Roofs**. See specific Community design guidelines, above.

4.31. **Satellite Dishes and Antennas**. No exterior radio antenna, television antenna or other antenna, satellite dish or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view

(i) Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

4.32. **Siding**. Unless otherwise provided in Community-Specific Design Standards, any siding must receive prior Design Review Board approval.

4.33. **Signs**: Subject to the restriction that no sign shall be located within any Common Area and except as reserved by the Declarant, the following sign standards shall apply. No signs whatsoever (including, but not limited to, leasing, commercial, political and similar signs) shall be erected or maintained on any Lot that has not been previously approved by the Design Review Board, except that:

(i) Street signs and such other informational signs as may be required by law, a governmental authority, or the Association;

(ii) During the construction of any Residential Dwelling, building or other improvement, only one (1) job identification sign not larger than seventy-two (72) inches in height and thirty-six (36) inches in width and having a face area not larger than sixteen (16) square feet identifying the builder and realtor. No other subcontractors or vendors are permitted to have advertising or signage in Scissortail. All Builder and Realtor signs will conform to the design designated by the Design Review Board.

(iii) Not more than one (1) political sign having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Properties may erect signs on Lots owned by Declarant to identify such lender. Builders may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder owns. In all other instances, the Design Review Board must approve all signs prior to placement within the Properties.

4.34. **Skateboard Ramps**. Not permitted.

4.35. **Skylights**. See specific Community design standards, above.

4.36. **Solar Devices**. All solar devices must receive prior Design Review Board approval.

4.37. **Statues, Sculptures, Fountains, Ponds**. Placement of any statue, sculpture, fountain, pond or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is prohibited by the Design Review Board. All elements of artistic expressions visible from other Lots or requiring any excavation must receive prior Design Review Board approval.

4.38. **Storm/Security Doors**. Storm and security doors are allowed with prior Design Review Board approval.

4.39. **Temporary Structures**. Temporary structures suitable for a wedding, birthday party and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within twenty-four (24) hours of the conclusion of the occasion. This design standard shall not limit Association activities.

4.40. **Trash and Garbage Receptacles**. Trash and other receptacles shall be absent from view from any street, any Lot and Common Areas on all days other than designated trash and/or recycling pick up days.

4.41. **Tree Houses**. Tree houses constructed in or on vegetation are not permitted.

4.42. **Underground Installations**. Unless otherwise approved by the Design Review Board, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment. The Association shall have the right to enter on Lots to plant, install, maintain and replace such plants, shrubbery and screening devices without liability to the Owner or otherwise.

4.43. **Variety in Design**. Dwellings with the same floor plan and same elevation must have a minimum of three (3) Lots between such Dwellings when built on the same side of a street. Such Dwellings shall not be constructed on corresponding corner Lots. A minimum of two (2) Dwellings must be built between dwellings with the same style and color of brick.

4.44. **Walls**. All walls of any nature, for example but not limitation retaining walls, landscaping walls and decorative walls, must receive prior Design Review Board approval.

4.45. **Wells**. Wells of any kind are not permitted except as provided by Declarant for irrigation and water level maintenance of ponds.

5. Landscaping Standards

5.1. Overview.

The Design Review Board retains oversight of landscaping improvements to Lots to make assurance that the Scissortail community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within thirty (30) days of the date the Dwelling is substantially competed, whichever is later. NOTWITHSTANDING SPECIFIC TREE PLANTING REQUIREMEMTS, Lots with numerous naturally occurring trees can request a waiver of the requirement to plant additional trees from the Design Review Board.

5.2. Concepts.

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements and surrounding vegetation.

2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

5.3. Objectives.

All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

1. **Beautify.**
   - **1.1.** Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.
   - **1.2.** Soften the impact of corners and broad wall areas with vertical and spreading foliage.
   - **1.3.** To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.
2. **Screen**. Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.
3. **Restoration.** Restoration of a site due to construction.
4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and ensure that water is moved to the appropriate areas to interface properly with Scissortail's master drainage plan.
5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.
6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.
7. **View**. Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

These Amended and Restated Design Review Standards are adopted this 21st day of May, 2020.

Robert David, Chairman

Exhibit A to Scissortail Design Review Guidelines

APPLICATION FOR DESIGN REVIEW FOR SCISSORTAIL

Pursuant to the Governing Documents, an Owner wanting to begin construction or make a modification to a Lot must make an application to the Design Review Board prior to beginning the work. By completing this Application and making the appropriate submittals (including identifying the Approved Builder you intend to use), you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to modifications and the authority and discretion afforded the Design Review Board, all such provisions within the Governing Documents being incorporated in this Application by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) _____

Property address: _____

Day phone _____Evening phone _____

_____Community_____

_____Name of Approved Builder_____

1. Modification Area. Approval is requested for the following construction on the Lot as described below and on any submittal pages. The general type of construction is indicated below. If applicable, appropriate submittal pages are attached to this Application. _____

_____

_____

_____

2. Submittal Pages. All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review and Development Guidelines. Failure to include the submittal pages will result in a returned Application.

3. **Name of Approved Builder**. _____

Commencement date: _____Time for completion: _____

This is a Re-application: ☐ YES ☐ NO

_____ _____

Owner's Signature(s)

_____

Approved Builder's Signature

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____

_____

_____

_____ _____

Date Authorized Design Review Board Representative

Exhibit B to Scissortail Design Review Guidelines

APPLICATION FOR Approval of Final Inspection Prior to Sale

Pursuant to the Governing Documents, any Owner desiring to sell a Lot with a completed house must comply with all covenants and design standards. By completing this Inspection and making the appropriate submittals, you successfully complete the requirements for sale.

Name of Owner(s) _____

Name of Buyer(s) _____

Property address: _____

Buyers phone (If more than one Buyer both numbers) _____ Buyer's email address

_____Name of Approved Builder_____

1. Exterior Area. Approval is requested for requirements for the exterior of the home

Landscaping.

Screening.

Exterior materials.

Fencing.

Outbuildings.

Drainage.

Antennas.

Address Numbers

Commencement date: _____Time for completion: _____

_____

_____ _____

Owner's Signature(s)

_____ _____

Approved Builder's Signature(s)

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: □ Approved □ Denied □ Other _____

_____

_____

_____ _____

Date Authorized Design Review Board Representative

Exhibit C
to Scissortail Design Review Guidelines
SCISSORTAIL Application for
Construction Plans Approval

Lot Number: _____

Builder/Owner: _____

Commencement Date: _____

Square Footage (Conditioned Space): _____

Square Footage of Outdoor Living Space: _____
(Applies to Silhouette and Sequoia Neighborhoods and only necessary if applicant is asking for consideration to meet the Building Size Requirements as set forth in the Declaration)

All proposed new construction or modification in the Scissortail Subdivision requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application.

Construction drawings include, but may not limited to:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements. The Site Plan will also show the downspout tight lined drainage plan.

2. **Drainage, Erosion Control and Grading Plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required. The Drainage, Erosion and Grading Plan will also show the downspout tight lined drainage plan. The plan will also show the erosion controls.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps and the finished floor elevation.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans. Any requests for waivers of specific requirements should be specified.

7. **Landscape Plan**. A landscape plan is not a requirement at plan approval but is a valuable tool to help understand the development of each lot and are encouraged to be submitted with the house plans or prior to installation of the landscape materials.

8. Name of Approved Builder: _____

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

Reviewed and Approved this ____ day of _____, 20___.

_____
Design Review Board

L202028926.032



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in **Doc Num L202028926**
05/21/2020 01:33:52 PM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder

L202142693
BENTON CO. AR FEE $40.00
PRESENTED & E-RECORDED
06/08/2021 08:41:26 AM
BRENDA DESHIELDS
Circuit Clerk & Recorder

This Instrument Prepared By:
John Alan Lewis
J. Alan Lewis, PLLC
207 SE A Street
Bentonville, AR 72712

Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas

Pursuant to Section 17.1 of the Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas dated April 24, 2017, and filed of record with the Benton County, Arkansas Circuit Clerk on April 27, 2017 in Book 2017, Page 23858, et al (the "***Original Covenants***"), the undersigned signatory, Declarant under the Covenants, states as follows:

1. The Original Covenants were filed of record as set forth above.

2. The First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas was filed of record in Benton County, Arkansas on May 21, 2020 as Document #L202028926 (the "***First Amendment***").

3. The Original Covenants and First Amendment are collectively referred to in this instrument as the "***Covenants***."

4. The Class B Control Period remains in effect and the Declarant, pursuant to Section 17.1 of the Covenants, continues to have the right to amend the Covenants.

5. Exhibit E of the Covenants is amended in its entirety and the following inserted in lieu thereof:

Exhibit E

Calculation of Lot Assessments

*Each time a Lot transfers to a new Owner from Declarant or a Builder, the Association shall assess a Lot Capital Fee (the "**Lot Capital Fee**") against the Lot of $500.00 to be paid by the transferee directly to the Declarant. Payment of the Lot Capital Fee to the Declarant is repayment for certain capital expenses made by the Declarant for the benefit of the Subdivision and the Association.*

*Each time a Lot transfers to a new Owner (a new sale or re-sale), the Association shall assess a lot transfer fee (the "**Lot Transfer Fee**") against the Lot of at least $150,*

which amount may increase from time to time, at the sole discretion of Declarant, as general business conditions dictate.

*In addition to the Lot Transfer Fee and the Lot Capital Fee, the Board shall each year establish a regular, annual assessment as to all Lots in the Subdivision (the "**Annual Assessment**"). The Annual Assessment will be billed to each Owner and must be be paid no later than 60 days from the date of the billing. Thereafter, all unpaid Annual Assessment amounts shall be deemed delinquent and subject to the Board filing a lien against the Lot. Despite the preceding sentences, Declarant shall not be liable for Annual Assessments to a Lot so long as Declarant (or any affiliate of Declarant) holds title to the Lot.]*

6. The remaining terms of the Covenants, except as specifically amended above, remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas is entered into and deemed effective as of the date set forth below.

DECLARANT:

SCISSORTAIL PARTNERS, LLC,
an Arkansas limited liability company

By: _____
Robert David, Manager of Moraine Properties, LLC, Manager of Scissortail Partners, LLC

Date: 6/7/2021, 2021

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF BENTON)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, **ROBERT DAVID**, to me personally well known, who stated that he was the Manager of Moraine Properties, LLC, manager of **SCISSORTAIL PARTNERS, LLC,** an Arkansas limited liability company, and stated and acknowledged that he had executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 7th day of June, 2021.

Ashley M. Robertson
Notary Public

My Commission Expires:

9/19/23

ASHLEY M. ROBERTSON NOTARY PUBLIC ARKANSAS BENTON COUNTY 12395880 EXPIRES 9-19-2023



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in **Doc Num L202142693**
06/08/2021 08:41:26 AM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2017/23858
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This Instrument Prepared By:
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SCISSORTAIL SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, AN ADDITION TO THE CITY OF ROGERS, BENTON COUNTY, ARKANSAS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PERTAIN TO THE SUBDIVISION RECORDED ON PLAT RECORD 2017-350, 2017.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, A RESIDENTIAL COMMUNITY TO THE CITY OF ROGERS, BENTON COUNTY, STATE OF ARKANSAS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, A RESIDENTIAL COMMUNITY TO THE CITY OF ROGERS, BENTON COUNTY, ARKANSAS ("**Declaration**") is made this 24th day of April, 2017, by SCISSORTAIL PARTNERS, LLC, an Arkansas limited liability company ("**Declarant**"). Words bearing initial capital letters shall have the meanings ascribed to them in Article 2 of this Declaration or as otherwise defined within this Declaration or any exhibits to it..

PART ONE: INTRODUCTION TO THE DEVELOPMENT

The Declarant has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of Scissortail as a quality residential community (the **"Development"**).

This Declaration contemplates the existence, within Scissortail, of three or more distinct areas herein called "**Community**" or "**Communities**" as well as other individually owned property. The Association is a homeowners association comprised of all Owners of Lots in Scissortail regardless of the Community where the lot is located.

The Association has the power under the Governing Documents to establish standards for conduct and activities for the property within Scissortail. Another component of the overall development is the Design Review Board, which has jurisdiction over all matters of design review for all Lots within Scissortail.

Article 1 Creation of the Development

1.1 Purpose and Intent.

The Declarant, as the owner of the real property described in Exhibit A and Exhibit B, intends by the Recording of this Declaration to create a general plan of development for the planned community known as Scissortail or Scissortail Subdivision. This Declaration provides a flexible and reasonable procedure for future expansion of Scissortail to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising Scissortail. An integral part of the development plan is the creation of the Association to be comprised of all Owners of Lots in Scissortail, to own, operate and/or maintain various Common Areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

This Declaration does not and is not intended to create a unit ownership estate within the meaning of *A.C.A. 18-13-101, et seq*. This document does and is intended to create a real estate development and owners association and a method for the assessment of Lots (as defined herein) to cover costs and expenses.

1.2 Binding Effect and Term.

The real property described in Exhibit A and any of the Exhibit B additional real property which is made a part of Scissortail in the future by Recording one or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the land and title to such property. This Declaration shall be binding on all Persons having any right, title or interest in any portion of Scissortail, their respective heirs, successors, successors-in-title and assigns.

This Declaration shall remain in effect until January 1, 2037. Declarant, the Association, any Owner and their respective legal representatives, heirs, successors and assigns may enforce it. After this initial period, the

Declaration's term shall automatically extend for successive ten (10) year periods unless seventy-five percent (75%) of the then Owners sign and Record, within the year preceding any extension, a document which terminates, adds to or amends, in whole or in part, this Declaration; proved, however, this Declaration shall not be terminated without the written consent of the City and only as long as any termination document makes satisfactory arrangements for the continued maintanence of all private streets and common areas.

If any provision of this Declaration would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of the youngest living President of the United States having a descendant. Nothing in this section shall be construed to permit termination of any easement, covenant, restriction or obligation created in this Declaration without the consent of the holder of such easement.

1.3 Governing Documents.

The Governing Documents create a general plan of development for Scissortail which may be supplemented by additional covenants, restrictions and easements applicable to the property within Scissortail. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions and/or the provisions of any other articles of incorporation, bylaws or rules or policies, this Declaration shall control.

Nothing in this section shall preclude the Recording of a Supplemental Declaration or other document applicable to any portion of Scissortail containing additional restrictions or more restrictive provisions. However, any Person who seeks to Record any document applicable to Scissortail must obtain the Declarant's written consent so long as the Declarant owns any property described in Exhibits A or B of this Declaration. Any attempted Recordation without such consent shall result in such document being void and of no force and effect unless subsequently approved by Recorded consent signed by the Declarant, so long as the Declarant owns any of the Properties.

All provisions of the Governing Documents shall apply to all Owners and to all occupants of all Lots, as well as their respective tenants, guests and invitees. Any lease of a Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of Governing Documents.

If any provision of this Declaration is determined by judgment or court order to be invalid or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

Article 2 Definitions.

The terms used in the Governing Documents shall be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below. If not defined herein, capitalized terms shall be defined as set forth in this Declaration, as applicable.

2.1 "**Architectural Review Committee**": Reference to the Architectural Review committee shall mean the Design Review Board, the two phrases being synonyms for the same body.

2.2 "**Articles**": The Articles of Incorporation, as amended from time to time, for the Scissortail Property Owners' Association, Inc., which shall be filed with the Arkansas Secretary of State.

2.3 "**Assessment(s)**": The Base Assessment, any Services Assessment, any Special Assessment, or any Specific Assessments; provided, however, at no time shall the Developer be laible for any Assessment whatsoever.

2.4 "**Association**": The Scissortail Property Owners' Association, Inc., an Arkansas not for profit corporation, its successors or assigns.

2.5 "**Base Assessment**": Assessments levied on all Lots subject to assessment under Article 8 of this Declaration to fund Common Expenses for the general benefit of all Lots.

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2.6 "**Board of Directors**" or "**Board**": The body responsible for the governance and administration of the Association as provided in the Governing Documents.

2.7 "**Builder**": Any Person approved by the Declarant who purchases one or more Lots for the purpose of building residential dwellings which will be sold to the general public. A Builder shall not be responsible for Base Assessments for a period of one year from the date the Builder (or any affiliate of the Builder) takes title to a lot.

2.8 **"Builder Assessment"**: Assessments levied by the Declarant, the Association or the Design Review Board on all Lots on which construction has begun (either by a Builder or otherwise) to cover all costs of debris removal, the failure to comply with development restrictions in general or these Declarations in particular. Builder Assessments shall be payable in advance or a monthly or quarterly basis and some portion of the said Builder Assessment may be returned if the Declarant determines that the Builder has made a compelling case as to why he/she/it was unable to comply with the literal application of this Declaration to his/hers/its Lot(s)...

2.9 "**Bylaws**": The Governing Document appearing at Exhibit D to this Declaration, as amended.

2.10 "**Certificate of Architectural Compliance**": Certificate issued pursuant to Section 4.7 to this Declaration.

2.11 **"City"**: The City of Rogers, Benton County, Arkansas.

2.12 **"Class B Control Period"**: The period of time during which the Declarant as the Class B Member is entitled to exercise, among other things, any addition or annexation rights under Section 9.1 to this Declaration as well as all rights provided for the Class B Member under the Bylaws.

2.13 **"Common Area"** or **"Common Areas"**: All real and personal property, including, but not limited to, easements, all roadways within the Development, excluding that portion of the roadway that serves as the entrance to the Subdivision which is to be dedicated to the City of Rogers pursuant to the final plat of the Subdivision, all storm water management facilities located within the Development and such facilities, if any, located offsite that serve the Development, guard houses or gates leading into the Development, and any Community Common Area, if any, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

2.14 **"Common Expenses"**: The actual and estimated expenses incurred or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not be limited to those expenses relative to the care of Common Area. Common Expenses shall not include any expenses incurred during the Class B Control Period for initial development or other original construction costs unless approved by Members representing a majority of the total Class A votes of the Association.

2.15 **"Community"** or **"Communities"**: A group of Lots designated as a distinct area, section or phase. A Community may be comprised of more than one housing type and may include noncontiguous parcels of property. Initially, there shall be three Communities which shall be designated by the names "SAVANNA", "SILHOUETTE" and "SEQUOIA." Any one or more of these names may be amended or changed at any time at the sole discretion of the Declarant.

2.16 **"Community Board Member"**: Such Association board member elected from within a Community for representation of such Community interests on the Association Board.

2.17 **"Community Common Area"**: A Common Area primarily benefiting one or more, but less than all, of the Communities, as more particularly described in Article 12 of this Declaration.

2.18 **"Declarant"**: Scissortail Partners, LLC, an Arkansas limited liability company, its successor or assigns, or any entity which takes title to any portion of the Exhibit A or B real property for the purpose of development and/or sale and which is designated as Declarant in a Recorded document executed by the immediately preceding Declarant.

2.19 "**Dedicated Property**": Real property dedicated by recorded document to a public authority and/or utility for public use.

2.20 "**Design Review Board**": The entity with jurisdiction over the approval and denial of all applications for new construction and modifications of existing construction. The DRB shall be established as provided under Section 4 to this Declaration. There shall be one Design Review Board or Architectural Review Committee for all of the Communities.

2.21 "**Design Review and Development Guidelines**": The architectural rules, policies and requirements governing new construction and modifications within the Properties as administered by the Design Review Board also known as the Architectural Review Committee.

2.22 "**Development Plan**" or "**Development**": The entire tract of real property described on Exhibit A as well as all annuities, rights and benefits created hereunder and the land use plan for the development of Scissortail Subdivision approved by the City of Rogers, Arkansas and recorded with the Circuit Clerk of Benton County, Arkansas, as it may be amended, which may include all of the property described in Exhibit A and all or a portion of the property described in Exhibit B. Inclusion of real property on the Development Plan shall not, under any circumstances, obligate Declarant to subject such real property to this Declaration, nor shall the omission of real property described in Exhibit B from the Development Plan bar later submission of such real property to this Declaration as provided in Article 9 of this Declaration.

2.23 "**Governing Documents**": A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws (Exhibit D), the Articles, the Use Restrictions and Rules (Exhibit D) and the Design Review and Development Guidelines (Exhibit F) promulgated in accordance with Section 4 of this Declaration, as amended.

2.24 "**Lot**": Each of the Lots depicted on the plat of the Subdivision Recorded with the Circuit Clerk of Benton County, Arkansas for the Communities.

2.25 "**Member**": A Person subject to membership in the Association pursuant to Section 6.2 of this Declaration. Every Owner shall be a Member, subject to the limitations on co-Owners as provided in this Declaration and the Bylaws.

2.26 "**Mortgage**": A mortgage, a deed to secure debt or any other form of security document affecting title to any Lot.

2.27 "**Mortgagee**": A beneficiary or holder of a Mortgage.

2.28 "**Owner**": One or more Persons who hold the record title to any Lot, including the Declarant or any Builder, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

2.29 "**Person**": A natural person, a corporation, a partnership, a trustee, a limited liability company or any other legal entity.

2.30 "**Plans**": Collectively, the elevation, drawings, application and other documents prepared by an Owner or, as applicable, a Builder, to a Design Review Board.

2.31 "**Properties**": The real property described within Exhibits A and B to this Declaration.

2.32 "**Record**," "**Recording**," or "**Recorded**": To file, filing or filed of record in the official records of the Circuit Clerk of Benton County, State of Arkansas. The date of Recording shall refer to that time at which a document, map or plat is Recorded.

2.33 **"Special Assessment"**: Assessments levied in accordance with Section 8.4 of this Declaration.

2.34 **"Specific Assessment"**: Assessments levied in accordance with Section 8.5 of this Declaration.

2.35 **"Supplemental Declaration"**: A document Recorded pursuant to Article 9 of this Declaration, which accomplishes one or more of the following purposes: (a) subjects additional Exhibit B property to this Declaration; (b) designates a Community or Community Common Area(s); or (c) imposes, expressly or by reference, additional restrictions and obligations on the real property described in such document.

2.36 **"Scissortail"**, **"Scissortail Subdivision"** or the **"Suddivision"**: The real property described in Exhibit A, together with such additional Exhibit B property as is or may be subjected to this Declaration in accordance with Article 9 of this Declaration.

2.37 **"Scissortail Subdivision General Standards"**: The standard of conduct, maintenance or other activity generally prevailing throughout the Scissortail Subdivision. Such standard shall be established initially by the Declarant and may be more specifically defined in the Use Restrictions and Rules (Exhibit C), Design Review and Development Guidelines (Exhibit F) and in Board resolutions, the budget, levels of maintenance and the Association's operation of Common Areas and applicable facilities.

2.38 **"Storm Water Assessment"**: As defined in Section 7.2(B).

2.39 **"Use Restrictions and Rules"**: The initial use restrictions and rules attached hereto as Exhibit C and made a part hereof, as supplemented, modified or repealed pursuant to Article 3 of this Declaration.

[END OF PART ONE]

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PART TWO: CREATION AND MAINTENANCE OF DEVELOPMENT STANDARDS

The standards for use, conduct, maintenance and architecture at Scissortail give the development its identity and make Scissortail a place people want to call "home." The standards are more than simply rules. This Declaration establishes procedures for rulemaking as a dynamic process which allows the standards to evolve as the overall development changes and grows and as technology and public perceptions change.

Article 3 Use and Conduct.

3.1 Framework for Regulation.

The Governing Documents establish, as part of the general plan of development for Scissortail, a framework of affirmative and negative covenants, easements and restrictions which govern Scissortail. Within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technologies which inevitably will affect Scissortail, its Owners and residents. This Article establishes procedures for modifying and expanding the Use Restrictions and Rules. Any modification or expansion shall be effective whether or not Recorded. Each Owner is charged with determining the scope, terms and nature of any restrictions, rules and Design Review and Development Guidelines pertaining to Scissortail, whether or not such documents are Recorded, provided such document is adopted pursuant to the terms of this Declaration.

3.2 Rule Making Authority.

(1) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may modify, cancel, limit, create exceptions to or expand the Use Restrictions and Rules. The Use Restrictions and Rules will apply to Lots, Common Areas, Owners, Persons, Community, Community Common Areas and the Association. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective, after compliance with subsection (3) below, unless disapproved at a meeting by Members representing more than fifty percent (50%) of the total Class A votes in the Association and by the Declarant as the Class B Member, if any. The Board shall have no obligation to call a meeting of the Members to consider disapproval except on receipt of a petition of the Members as required for special meetings in the Bylaws.

(2) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to or expand the Use Restrictions and Rules by a vote of Members representing more than fifty percent (50%) of the total Class A votes in the Association and the approval of the Class B Member, if any.

(3) In an effort to assist any Owner in discharging their duty of inquiry under 3.1 of this Declaration, at least thirty (30) days prior to the effective date of any action taken under subsections (1) or (2) of this section, the Board shall send a copy of the new rule or explanation of any changes to the Use Restrictions and Rules to each Owner specifying the effective date which, in no event, will be sooner than thirty (30) days from the date of adoption. The Association shall provide, without cost, a copy of the Use Restrictions and Rules then in effect to any requesting Member or Mortgagee. Failure to affirmatively provide a copy of the new rule or explanation of any changes in the Use Restrictions and Rules, unless an Owner, Member or Mortgagee expressly requests in writing a copy of the same, shall not affect the validity or effect of such rule or explanation thirty (30) days after adoption.

(4) Notwithstanding anything to the contrary set forth herin, in no event shall the Board (or the Association) take any action which relinquishes or releases the obligations of the Association to maintain all private streets or common areas without the express written consent of the City.

3.3 Owners' Acknowledgment and Notice to Purchasers.

All Owners are given notice that use of their Lots and the Common Area is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a

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deed to a Lot or portion of the Subdivision, is deemed to be acknowledging and agreeing that the use and enjoyment and marketability of such Owner's Lot can be affected by this provision and that the Use Restrictions and Rules may change from time to time. All purchasers of Lots are on notice that changes may have been adopted by the Association. Copies of the current Use Restrictions and Rules may be obtained from the Association as provided above.

3.4 Protection of Owners and Others.

Except as may be contained in this Declaration either initially or by amendment or in the Use Restrictions and Rules and the Design Review and Development Guidelines, all policies and regulations shall comply with the following provisions:

(A) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, the Design Review and Development Guidelines and Use Restrictions and Rules may vary as each specific Community within the overall development.

(B) Displays. The rights of Owners to display religious and holiday signs, symbols and decorations inside structures on their Lots of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place and manner restrictions with respect to displays visible from outside the dwelling. No rules shall unreasonably regulate the content of political signs. The rules may regulate the time, place and manner of posting such signs (including design criteria).

(C) Household Composition. No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and such occupants' fair use of the Common Area.

(D) Activities within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Board of Directors of the Association, in the Board's sole discretion, may prohibit activities or practices not normally associated with property restricted to residential use and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling or that create an unreasonable source of annoyance.

(E) Alienation. No rule shall prohibit transfer of any Lot or require consent of the Association or Board for transfer of any Lot. The Association may require the payment of a fee for transfer, but shall not impose any fee on the transfer of any Lot greater than an amount reasonably based on the costs to the Association of administering that transfer.

(F) Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule and which was in compliance with all rules previously in force. This dispensation shall apply only for the duration of such Owner's ownership of the Lot personally and this right shall not run with title to any Lot.

(G) Reasonable Basis. No rule may prohibit any activity, condition or conduct unless a reasonable basis exists for the enactment of such rule. For purposes of this subsection, reasonable basis may include, but not be limited to, restrictions as to time, place and manner of activity or conduct or concerns relating to safety, fair use of Common Area, cost, aesthetics or the goals of the Development Plan.

(H) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop the Properties.

The limitations in subsections (A) through (H) of this section shall only limit rulemaking authority exercised under Section 3.2 of this Declaration; they do not limit amendments to this Declaration adopted in accordance with Article 18 of this Declaration or rights retained by the Declarant under Section 9.1 of this Declaration.

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Article 4 Architecture and Landscaping.

4.1 General.

The Design Review Board shall have primary jurisdiction over all matters of design review for all property in Scissortail, which shall include, but is not limited to, all fences and mailboxes. The Design Review Board may, however, delegate some of its power or responsibilities, with respect to design review for Scissortail to the Association. Unless and until such time as the Design Review Board delegates in writing all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural matters; provided, however, any matters delegated or assigned in writing to the Association may at any time be withdrawn or restricted in any way or manner that the Design Review Board deems appropriate. To assist with an Owner's navigation of the design review process and standards, the Design Review Board adopts the Design Review and Development Guidelines as initially set out in Exhibit F, which may be amended from time to time as provided in Section 1.3 to the Design Review and Development Guidelines. The Declarant shall act as the Design Review Board until the earlier of: (a) the termination of the Class B Control Period; or (b) the Declarant by Recorded document assigns oversight of the Design Review Board to the Association.

4.2 New Construction.

The Design Review Board shall have exclusive oversight of all new construction within Scissortail, including but not limited to those elements defined as modifications in the Design Review and Development Guidelines. So long as Declarant owns any portion of the Properties, Declarant, by agreement with the Design Review Board, may establish a higher standard of design review for initial construction for all or a portion of Scissortail than that which is or was applicable to other portions of Scissortail. In such event, Declarant shall administer the design review standards that exceed those imposed by the Design Review Board in accordance with procedures, policies and standards agreed on by Declarant and the Design Review Board.

4.3 Modifications.

The Design Review Board shall have exclusive oversight of all modifications to existing construction within Scissortail, including but not limited to all exterior improvements, structures, out-buildings, recreational equipment or facilities and any appurtenances thereto or components thereof of every type and kind and all landscaping features, including, but not limited to, repairing, replacing, painting, or improving: buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar panels, painting or other finish materials on any visible surface, additions, walkways, sprinkler systems, garages, driveways, fences, mailboxes screening walls, retaining walls, stairs, decks, landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior lighting, poles, sporting fixtures such as basketball goals, temporary sporting features such as temporary basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating and water softening equipment (collectively, modifications). If the Design Review Board delegates in writing to the Association its design review authority for exterior alterations of existing improvements or planting or removal of landscaping, the Association shall utilize the standards and practices adopted by the Design Review Board or as more fully set forth herein. The structure, policies, procedures and standards set forth in this section shall apply unless the Design Review Board otherwise establishes or modifies such matters; provided, however, those matters delegated or assigned in writing to the Association may at any time be withdrawn or restricted in any way or manner that the Design Review Board deems appropriate.

4.4 No Waiver of Future Approvals.

Each Owner acknowledges that the members of the Design Review Board reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Declaration or the Design Review and Development Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed activity on a Lot within the scope of this Article until such activities have been completed, in which case it may be necessary to require changes to the improvements involved. Approval of applications or Plans for any activities done or proposed or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of

the right of the Design Review Board to withhold approval as to any similar applications, Plans or other matters subsequently or additionally submitted for approval.

4.5 Variances.

The Design Review Board may authorize in writing variances from compliance with the Design Review and Development Guidelines: (a) in narrow circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence; or (b) when circumstances such as topography, natural obstructions or aesthetic or environmental considerations so require, but only in accordance with duly adopted rules and regulations. A variance may be granted only when special circumstances so dictate and no variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Design Review Board from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, issuance of any building permit or satisfy the terms of any financing commitment shall not constitute hardships.

4.6 Limitation of Liability.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any application pursuant to this Article are made on the basis of aesthetic considerations only and the Design Review Board shall not bear any responsibility for ensuring: (a) structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements; or (c) conformity of quality, value, size or design among Lots.

Declarant, the Design Review Board, the Association, the Board and any committee or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work or for any defects in plans revised or approved hereunder or for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Design Review Board shall be defended and indemnified by the Association as provided in Section 7.6 of this Declaration.

4.7 Certificate of Compliance.

Any Owner may request that the Design Review Board issue a Certificate of Architectural Compliance certifying that there are no known violations of this Declaration. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such Certificate of Architectural Compliance; provided, however, a Certificate of Architectural Compliance shall not be issued until all Assessments have been paid in full. Issuance of a Certificate of Architectural Compliance shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of the Certificate of Architectural Compliance.

4.8 Fees; Assistance.

The Design Review Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant, the Design Review Board and the Association may employ architects, engineers or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

4.9 Declarant and Design Review Board Address.

For purposes of this Article 4, Owners or, as applicable, Builders shall submit applications to: the Scissortail Design Review Board, _____, Bentonville, Arkansas 72712. Any change in the above notice address shall be given through a filing in the real property records of Benton County, State of Arkansas designated a "**Change of Address for Design Applications**" providing the new address for submission of applications.

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Recorded in the Above
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Article 5 Maintenance and Repair.

5.1 Maintenance of Lots.

Each Owner (including any Builder) shall maintain such Owner's Lot, including all landscaping and improvements comprising the Lot, in a manner consistent with the Governing Documents, the Scissortail General Standards and all applicable covenants, unless, such maintenance responsibility is otherwise assumed by or assigned to the Association or any Community pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot. Under no cicumstances shall maintanence be assigned to the City without the express consent of the City.

5.2 Maintenance of Community Common Areas.

The Association shall maintain and pay all costs of operating, maintaining and insuring all Common Areas and Community Common Areas, including any improvements appurtenant thereto in a manner consistent with the Governing Documents, the Scissortail General Standards and all applicable covenants. The costs of maintaining and insuring Common Areas shall include, but are not limited to, all costs associated with all storm water management facilities referenced in Section 7.2(B). In addition, these costs shall include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space within the Subdivision and adjacent private streets within the Subdivision and lakes or ponds within the Subdivision, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Community which are similarly situated shall be treated the same. Under no circumstances shall maintanence for any Common Areas be assigned to the City without the express written consent of the City.

5.3 Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other documents creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with the Scissortail-Wide General Standards as set forth herein.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on such Owner's Lot, less a reasonable deductible. In addition, each Owner agrees to clear and remove all debris resulting from a casualty or catastrophe (whether covered by insurance or not) within fifteen (15) days of such event and to complete such removal/clean up operations within fifteen (15) days thereafter.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 4 of this Declaration. Alternatively, the Owner shall clear the Lot and maintain the Lot in a neat and attractive, landscaped condition consistent with the Scissortail General Standards. The Owner shall pay any costs which are not covered by insurance proceeds.

[END OF PART TWO]

PART THREE: GOVERNANCE AND ADMINISTRATION OF THE DEVELOPMENT

The success of Scissortail is dependent on the support and participation of every Owner in its governance and administration. This Declaration establishes the Association as the mechanism by which each Owner is able to provide that support and participation. While many powers and responsibilities are vested in the Association's Board of Directors, some decisions are reserved for the Association's membership, the Owners of Lots in Scissortail.

Article 6 The Association and its Members.

6.1 Function of Association.

The Association is the entity responsible for management, maintenance, operation and control of the Common Area. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Arkansas. The Association shall have the right to delegate some or all of its responsibilities under the Governing Documents to one or more third party management companies and to treat all fees and costs charged by a management company as a Common Expense.

6.2 Membership.

Every Owner is a Member of the Association. There is only one (1) membership interest (and corresponding vote) per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(C) of this Declaration and in the Bylaws. All such co-Owners of a lot shall be jointly and severally obligated to perform the responsibilities of a Owner. The membership rights of an Owner which is not a natural person may be exercised by any officer, manager, member, director, partner or trustee or by the individual designated in writing from time to time by the Owner and provided to the Secretary of the Association. Upon taking title to any Lot, each Owner shall provide the Association with a copy of the title transfer document evidencing the Owner's entitlement to membership in the Association. Until such time as an Owner provides the Association with such title transfer document, that Person or putative Owner shall have no membership within the Association or right to vote.

Notwithstanding the foregoing, a Member shall not be entitled to vote on any matter so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

6.3 Voting.

The Association shall have two (2) classes of membership, Class A and Class B.

(A) Class A. Class A Members shall be all Owners except the Class B Member. Class A Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 6.2 of this Declaration, except that there shall be only one (1) vote per Lot and, except for property held by the Declarant, no vote shall be exercised for any property which is exempt from assessment under Section 8.9 of this Declaration. All Class A votes shall be cast as provided in Section 6.3(3) below.

(B) Class B. There shall be only one Class B Member, the Declarant. The Class B Member may appoint all members of the Board of Directors during the Class B Control Period, as specified in Section 3 of the Bylaws. Additional rights of the Class B Member are specified in the relevant sections of the Governing Documents. After termination of the Class B Control Period, the Class B Member shall have a right to disapprove actions of the Board and committees as provided in Section 3.19 of the Bylaws.

The Class B membership shall terminate on the earlier of:

(i) expiration or termination of the addition and annexation rights reserved to the Declarant in Section 9.1 to this Declaration; or

(ii) when, in Declarant's discretion, Declarant so determines and declares in a Recorded document.

On termination of the Class B membership, Declarant shall be a Class A Member entitled to one (1) Class A vote for each Lot which Declarant owns and, during Declarant's ownership of such Lots, Declarant shall not be responsible for Base Assessments or payment of any Common Expenses.

(C) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-laws, the vote for each Lot owned by a Class A Member shall be exercised by the Member or proxy representing the Lot. The Member may cast all such votes as such Member, in such Member's discretion, deems appropriate.

In any situation where a Member is entitled personally to exercise the vote for such Member's Lot and there is more than one (1) Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise such vote; however the Lot shall be counted for quorum purposes. Notwithstanding the foregoing, a Member shall not be entitled to vote on any matter so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

6.4 Community Voting.

(A) Community. The Members of any Community may request that the Association provide a higher level of service than that which the Association generally provides to the other Communities or may request that the Association provide special services for the benefit of Lots in that Community. On the affirmative vote, written consent or a combination thereof, of the Owners of a majority of the Lots within the Community, and the approval of the Board the Association shall provide the requested services; provided, however, the Board, in its sole discretion, may deny any such request by one or more of the Communities.

The cost of such services requested by a Community and provided by the Association, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot to all of the Community receiving the service), shall be assessed against the benefited Lots within that Community as a Special Assessment, applicable to that Community only.

Exhibit A to this Declaration and each Supplemental Declaration submitting additional property to this Declaration may initially assign the property submitted thereby to a specific Community (by name or other identifying designation), which Community may be then existing or newly created. So long as Declarant has the right to subject additional property to this Declaration pursuant to Section 9.1 of this Declaration, Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Community boundaries; provided, however, without the consent of the Owners of a majority of Lots in the affected Community, Declarant shall not combine two or more Communities.

(B) Community Representation on Association Board. At at all times Declarant has the right to appoint and discharge each member of the Board during the Class B Control Period. Following expiration of the Developer Control Period, each Community shall elect a Community Board Member pursuant to the provisions below and as provided in the Bylaws, who shall represent the interests of the Owners of Lots within such Community. In addition, each Community shall elect an alternate Community Board Member, as provided below. The Community Board Member and alternate must be an Owner of a Lot within the Community which is represented.

The Community Board Member and alternate Community Board Member from each Community shall be elected as set forth in the Bylaws, either by written ballot cast by mail or at a meeting of the Class A Members within such Community, as the Board determines. On written petition signed by Class A Members holding at least ten percent (10%) of the votes attributable to Lots within any Community, the election for such Community shall be held at a meeting. The presence, in person or by proxy or by written ballot, of Class A Members representing at least thirty (30%) of the total Class A votes attributable to Lots in the Community shall constitute a quorum at any

Community meeting; provided, however, no Class A Member other than the Declarant shall be entitled to vote so long as there remains outstanding any unpaid Assessments (including Builder Assessments).

The Board shall call for the first election of a Community Board Member from a Community not later than one year after the expiration of the Class B Control Period. Subsequent elections shall be held each year on a date established by the Board. Each Class A Member who owns a Lot within the Community shall be entitled to cast one (1) vote per Lot owned. The candidate who receives the greatest number of votes shall be elected as Community Board Member and the candidate receiving the next greatest number of votes shall be elected as the Alternate Community Board Member. The Community Board Member and the Alternate Community Board Member shall serve a term of one (1) year or until their successors are elected; provided, however, no Class A Member other than the Declarant shall be entitled to vote so long as there remains outstanding any unpaid Assessments (including Builder Assessments).

Any Community Board Member may be removed, with or without cause, on the vote or written petition of Owners of a majority of the total number of Lots owned by Class A Members in the Community which the Community Board Member represents.

Article 7 Association Powers and Responsibilities

7.1 Acceptance and Control of Association Property.

The Association, through Board action, may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant and the Declarant's designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in Exhibits A or B. The Association shall accept and maintain such property at the Association's expense for the benefit of the Association's Members, subject to any restrictions set forth in the deed or other document transferring such property to the Association. The Association may hire or retain third party management companies and treat any fees or costs assessed by the management company as a Common Expense. On written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of Scissortail originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

The Declarant shall not bear any responsibility for any damages caused by mold or by some other agent, that may be associated with defects in Common Area improvements and construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

7.2 Maintenance of Common Areas.

(A) Maintenance in General. The Association shall maintain, in accordance with the Scissortail General Standards and the business judgment rule, the Common Areas, which shall include, but need not be limited to:

(i) all portions of and structures situated in the Common Areas;

(ii) such portions of any additional property included within the Common Areas as may be dictated by this Declaration, any Supplemental Declaration or any contract or agreement for maintenance thereof entered into by the Association;

(iii) all roadways located within the Development;

(iv) any and all security features constructed or installed within the Development, including, but not limited to, guard houses, gates, and walls or fencing;

(v) all storm water management facilities located within the Development or offsite storm water management facilities that serve the Development, including improvements and equipment installed therein or used in connection therewith, subject to the provisions of Section 7.2(B); and

(vi) any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and the

Association's Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Common Area and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall have the right to enter on, for the purpose of maintaining and may maintain other property which the Association does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Scissortail General Standards.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which the Association does not own, except to the extent that the Association has been negligent in the performance of maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Areas in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing seventy-five percent (75%) of the Class A votes in the Association and the Class B Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Common Area shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described in Exhibits A or B of this Declaration.

The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense; provided, the Association may seek reimbursement from the Owner(s) of or other Persons responsible for, certain portions of the Properties pursuant to this Declaration, other Recorded covenants or agreements with the Owner(s) thereof. Maintenance, repair and replacement of a Community Common Area shall be a Community Expense assessed to the Community or multiple Communities to which the Community Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(B) Maintenance of Storm Water Management Facilities. Under and pursuant to various regulations from time-to-time adopted and implemented by the City, responsibility for maintenance and repair of storm water management facilities developed, constructed or installed within the Development, or to service the Development, is imposed upon the owners of the Lots within the Development. The Declarant, the Design Review Board or the Association shall not have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences Such facilities are hereby declared to constitute Common Areas of the Development whether on or offsite.

By acceptance of the deed or other instrument of conveyance for his or her lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay any assessment levied to offset the cost incurred for the care and maintenance of any storm water management facility servicing the Development hereinafter referred to as the "**Storm Water Assessment**." This Storm Water Assessment, together with such interest thereon and cost of collection as provided below, shall be a continuing lien on the Lot affected and shall also be a personal obligation of the Owner of such Lot from the date when the Storm Water Assessment is due and payable until paid in full. Such personal obligation prior Owner shall not pass to successors in title to the affected Lot unless expressly assumed in writing by such successor. Any Storm Water Assessment levied as set forth in these covenants and conditions shall become a lien on the affected Lot as soon as such assessment is due and payable. In the event any Owner fails to pay the Storm Water Assessment when due, the Storm Water Assessment shall then bear interest at the maximum legal rate permitted by the State of Arkansas on the date when such Storm Water Assessment is due and shall continue to accrue at that rate until it is paid in full. Such Storm Water Assessment shall be due fifty (50) days after the date it has been fixed and levied and, if not paid, shall become delinquent and the payment of both the principal and interest may be enforced as in the case of a laborer's lien on the affected Lot, and a notice of such lien may be filed with the Circuit Clerk of Benton County, Arkansas. In the event legal proceedings are commenced to collect the Storm Water Assessment, or if the services of any attorney are retained by the Board, the non-paying Owner or

Owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment as provided above.

The Storm Water Assessment shall be used exclusively to offset any cost associated with repairing or maintaining any storm water management facility which services the Development.

These covenants and conditions shall run with the land and shall be binding on the present owner and all persons hereafter acquiring title in any manner to any part of the Development.

7.3 Insurance.

7.3.1 Required Coverages. The Association, acting through the Board or the Board's duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(A) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area to the extent that Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(B) Commercial general liability insurance on the Common Area, insuring the Association and the Association's Members for damage or injury caused by the negligence of the Association or any of the Association's Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least Two Million Dollars ($2,000,000) per occurrence with respect to bodily injury, personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(C) Workers' compensation insurance and employers' liability insurance, if and to the extent required by law;

(D) Directors and officers' liability coverage;

(E) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-sixth ($1/6^{th}$)of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based on the exclusion of Persons serving without compensation; and

(F) Such additional insurance as the Board, in the Board's business judgment, determines advisable.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Community, obtain and maintain property insurance on the insurable improvements within such Community which insurance shall comply with the requirements of this Section 7.3.1(1). Any such policies shall provide for a certificate of insurance to be furnished, on request, to the Owner of each Lot insured.

Premiums for all insurance on the Common Area shall be Common Expenses, except that: (a) premiums for property insurance on Lots within a Community shall be a Community Expense; and (b) premiums for insurance on Community Common Areas may be included in the Community Expenses of that particular Community or multiple Communities to which such Community Common Areas are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

7.3.2 Policy Requirements. The Association shall arrange for an annual review of the sufficiency of the Association's insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Bentonville area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, on request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3.1 of this Declaration. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Community Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.24 of the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment.

(A) Additional Policy Requirements. All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Arkansas which satisfies the requirements of the Federal National Mortgage Association or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and the Members. Policies secured on behalf of a Community shall be for the benefit of the Owners within the Community and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(viii) include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer on account of any one or more individual Owners or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of such Owner's authority on behalf of the Association.

(B) Desirable Policy Components In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board, officers, employees and its manager, the Owners and their tenants, servants, agents and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non- renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

7.3.3 Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or the Board's duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition which existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total Class A votes in the Association and the Class B Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with Scissortail General Standards.

Any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of the Members or the Owners of Lots within the insured Community, as appropriate and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3.1 of this Declaration.

7.4 Compliance and Enforcement.

Every Owner (including Builders) and occupant of a Lot shall at all times comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in Section 3.24 of the Bylaws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien on the violator's Lot. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator, but if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine on notice from the Board);

(ii) suspending an Owner's right to vote in all matters;

(iii) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of Article 4 of this Declaration and to restore the Lot to its previous condition and, on failure of the Owner to do so, the Board or the Board's designee shall have the

right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article 4 of this Declaration from continuing or performing any further activities in Scissortail; and

(viii) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 3.24 of the Bylaws; exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, determined in the sole discretion of the Board, the Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, the Association shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, by agreement, may, but shall not be obligated to, enforce applicable city and county ordinances and may, but shall not be obligated to, permit Benton County or the City of Rogers to enforce ordinances within the Properties for the benefit of the Association and the Members.

While conducting the business affairs of the Association, the Board shall act within the scope of the Governing Documents and in good faith to further the legitimate interests of the Association and the Members. In fulfilling the Board's governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise the Board's power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

7.5 Implied Rights; Board Authority.

The Association may exercise any right or privilege expressly given to the Association by the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others.

Subject to Arkansas law, the Association shall indemnify every officer, Director, third party management company, and committee member, including the Design Review Board aagainst all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, Director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this section.

The officers, Directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association).

The Association shall indemnify and forever hold each such officer, Director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, Director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.7 Security.

The Association may, but shall not be obligated to, maintain or support certain activities at Scissortail designed to enhance the security of Scissortail. Neither the Association nor Declarant are insurers or guarantors of security at Scissortail, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

The Association and Declarant make no representation or warranty that any systems or measures, including any mechanism or system for limiting access to Scissortail, cannot be compromised or circumvented or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform such Owner's tenants and all occupants of the Owner's Lot that the Association, its Board and committee members and Declarant are not insurers and that each Person at Scissortail assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

7.8 Powers of the Association Relating to Communities.

The Association shall have the power to veto any action taken or contemplated to be taken by any Community which the Board reasonably determines to be adverse to the interests of the Association or the Members or inconsistent with the Scissortail General Standards. The Association also shall have the power to require specific action to be taken by any Community in connection with the Association's obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Community shall take the action specified by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Community fails to comply, the Association shall have the right to take such action on behalf of the Community and levy Specific Assessments to cover the costs thereof, as well as an administrative charge and sanctions.

7.9 Provision of Services.

The Board may enter into and terminate contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members and their guests, lessees and invitees; the Board may charge use and consumption fees for such services and facilities. By way of example, some services and facilities which might be offered include landscape maintenance, pest control service, cable television service, security, caretaker, transportation, snow or debris removal, fire protection, utilities and similar services and facilities. Services specifically provided to Lots comprising a Community or multiple Communities shall constitute Community Expenses for those Communities receiving the services only. Notwithstanding the foregoing, Declarant has made a capitol expenditure on behalf of all prospective Owners so as to ensure each lot has f iber optic access. Declarant and the Association have entered into a reimbursement agreement whereby, Declarant will be repaid for its investment over a twenty (20) year period by a special month assessment.

7.10 Facilities and Services Not Open to the Public.

Certain facilities and areas within the Common Area shall not be open for the use and enjoyment of the public. Such facilities and areas include, by way of example: greenbelts, trails and paths, parks and other neighborhood spots at which to gather and interact and roads, sidewalks, medians and parking lots; provided, however,. Declarant may designate some areas and facilities as open to the public at the time Declarant makes such facilities or areas a part of the Common Area or the Board may so designate at any time thereafter.

7.11 Association's Responsibility with Respect to Transfer of Lots.

If required by law, the Association shall furnish to the purchaser of a Lot, within seven (7) days after receipt of notice of a pending sale of the Lot given in accordance with Article 16 of this Declaration, a copy of the Governing Documents, if not otherwise received by the purchaser in connection with such sale and a dated document containing the following:

(i) the telephone number and address of a principal contact for the Association, as designated by the Board;

(ii) the amount of all assessments, fees or charges then owed by the seller of the Lot;

(iii) a statement regarding whether any portion of the subject Lot is covered by insurance the Association maintains;

(iv) a statement regarding whether the Association has any knowledge of any alterations or improvements to the Lot that violate any provision of this Declaration;

(v) a statement as to whether the Association has knowledge of any violations of local health or building codes with respect to the Lot; and

(vi) a statement of case names and case numbers for pending litigation with respect to the Lot filed by the Association against the Member or filed by the Member against the Association.

The Association may charge a fee to cover the costs the Association incurs in preparing any document required by this section.

Article 8 Association Finances.

8.1 Budgeting and Allocating Common Expenses.

Prior to or contemporaneous with the invoicing of assessments, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3 of this Declaration. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 8.6 of this Declaration; provided, however, at no time shall the Declarant be liable for Assessments of any kind.

The Association, through the Board, is authorized to levy Base Assessments, in accordance with the initial amounts set forth in Exhibit E, or by some other formula adopted by the Board, against all Lots subject to assessment under Section 8.6 of this Declaration to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. Notwithstanding the foregoing, the Board may vote to exempt one or more Lots from Base Assessments so long as all of the Lots are owned by the same Owner and the combined Lots are part of one integrated estate (and the application for approval of a dwelling unit reflects the combined Lots) supporting one single family dwelling unit. If at any time one or more of the Lots is conveyed to a third party, the conveyed Lot shall immediately become subject to all Assessments.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget (and Assessments) most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Assessments from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above. Notwithstanding any provision to the contrary, the Board may, in the Board's sole discretion, increase the Base Assessment, provided such increase is uniform to all Lots and is no greater than twenty percent (20%) in any fiscal year.

8.2 Budgeting and Allocating Community Expenses.

At the same time as the Association-wide budget, if necessary, the Board shall prepare a separate budget covering the estimated Community Expenses for each Community on whose behalf specific Community Expenses are expected to be incurred during the coming year. Each such budget shall include any costs for additional services or a higher level of services which the Owners in such Community have approved pursuant to Section 6.4.1 of this Declaration and any contribution to be made to a reserve fund pursuant to Section 8.3 of this Declaration. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and the amount required to be generated through the levy of Community and Special Assessments against the Lots in that Community.

The Association, through the Board, is authorized to levy Community Assessments, in accordance with the formula set forth in Exhibit E, or by some other formula, against all Lots in any or all of the Communities which are subject to assessment under Section 8.6 of this Declaration to fund Community Expenses; provided, if so specified in the applicable Supplemental Declaration or if so directed by petition signed by a majority of the Owners within that Community, any portion of the assessment intended for exterior maintenance of structures, insurance on structures or replacement reserves which pertain to particular structures shall be levied on each of the benefited Lots in proportion to the benefit received.

The Board shall cause a copy of the Community budget and notice of the amount of the Community Assessment for the coming year to be delivered to each Owner in the Community together with any invoice for Base or Community Assessments. Such budget and assessment shall become effective unless disapproved at a meeting of the Community by Owners of a majority of the Lots in the Community to which the Community Assessment applies. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Lots in that Community. This right to disapprove shall only apply to those line items in the Community budget which are attributable to services requested by the Community and shall not apply to any item which the Governing Documents require to be assessed as a Community Assessment.

If the proposed budget for any Community is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

The Board may revise the budget for any Community and the amount of any Community Assessment from time to time during the year, subject to the notice requirements and the right of the Owners of Lots in the affected Community to disapprove the revised budget as set forth above.

8.3 Budgeting for Reserves.

The Board shall prepare and review at least annually reserve budgets for, respectively, the Common Area and for each Community for which the Association maintains capital items as a Community Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 of this Declaration and the Community Expense budgets adopted pursuant to Section 8.2 of this Declaration, as appropriate, capital contributions to fund reserves in amounts sufficient to meet projected needs with respect both to amount and timing by annual contributions over the applicable budget period.

8.4 Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted included expenses for storm water maintenance facilities as discussed in Section 7.2(B). Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses or against the Lots within any Community if such Special Assessment is for Community Expenses. The Association shall levy any Special Assessment in accordance with the formula set forth in Exhibit "E." Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members (if a Common Expense) or Community Owners (if a Community Expense) representing more than fifty percent (50%) of the total votes allocated to Lots which will be subject to such Special Assessment and the affirmative vote or written consent of the Class B Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5 Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(1) to cover the costs, including overhead and administrative costs, of providing services to a Lot on request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 7.9 of this Declaration). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(2) to cover costs incurred in bringing a Lot into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.24 of the Bylaws, before levying any Specific Assessment under this subsection (2).

The Association may levy a Specific Assessment against the Lots within any Community to reimburse the Association for costs incurred in bringing the Community into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners of Lots in or the Community Board Member representing, the Community and an opportunity for such Owners or Community Board Member to be heard before levying any such assessment.

8.6 Authority to Assess Owners; Time of Payment.

The Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence on Recording of this Declaration with the Circuit Clerk of Benton County, Arkansas.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the Base Assessment and any Community Assessment shall be due and payable in advance on the first (1st) day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on such Owner's Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Obligation for Assessments.

8.7.1 Personal Obligation. Each Owner (including any Builder), by accepting a deed or entering into a Recorded contract of sale for any Lot or any other portion of Scissortail, is deemed to covenant and agree to pay all Assessments authorized in the Governing Documents, including Builder Assessments; provided, however, the Assessments provisions of the Governing Documents shall not apply to any lot owned by the Declarant. All Assessments, together with interest such rate as the Board may establish from time to time, subject to the limitations of Arkansas law, late charges as determined by Board resolution, costs and reasonable attorneys' fees, shall be the

personal obligation of each Owner and a lien on each Lot until paid in full. On a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance.

Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay any of the Assessments. In such event, each Owner shall continue to pay all Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt themselves from liability for Assessments by non-use of Common Area, abandonment of a Lot asserting that there are no structures or improvements on the Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

The Association shall, on written request from an Owner, Mortgagee or other Person designated by the Owner, furnish a certificate, in recordable form, signed by an officer of the Association setting forth whether Assessments for such Owner's Lot have been paid and any delinquent amount. Such certificate shall be binding on the Association, the Board and the Owners. If the Association fails to provide such certificate within seven (7) business days after receipt of a written request, any lien for unpaid assessments then due shall be extinguished, if Arkansas law requires extinguishment in such case. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.8 Lien for Assessments.

All Assessments and other charges of the Association authorized in this Article or elsewhere in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Arkansas law), late charges (subject to the limitations of Arkansas law) and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Arkansas law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment and foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on the Association's behalf; (b) no assessment shall be levied on the Lot; and (c) each other Lot shall be charged, in addition to the usual assessment, its pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association. The Association may sue an Owner for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent Assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such Assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for Assessments on such Lot due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.6 of this Declaration, including such acquirer, the acquirer's successors and assigns.

Notwithstanding any other provision of this Declaration, no governmental authority or public utility shall be liable for Assessments on any Dedicated Property. Dedicated Property shall include, without implied limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements and easements in favor of the City of Rogers or municipal use property.

If only a portion of a Lot is Dedicated Property, any Assessments which arose prior to the dedication shall remain due and owning against the non-dedicated portion of the Lot. If the entire Lot is Dedicated Property, such

unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to Assessment under Section 8.6 of this Declaration.

In the event that a lien exists on any Dedicated Property: (a) if only a portion of the Lot is Dedicated Property, the lien shall remain in effect with respect to the undedicated portion of the Lot and shall terminate with respect to the Dedicated Property; or (b) if the entire Lot is Dedicated Property, the lien shall terminate with respect to the entire Lot.

8.9 Exempt Property.

Notwithstanding any provision to the contrary in the Governing Documents, the following property shall be exempt from payment of any Assessment including any Base Assessments, Community Assessments, Special Assessments, Specific Assessments, or Specific Assessments:

(i) all Common Area and such portions of the property owned by Declarant as are included in the Common Area pursuant to Section 7.2 of this Declaration;

(ii) any and all Dedicated Property including, without implied limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements and easements in favor of the City of Rogers or property identified on the Development Plan as municipal use property;

(iii) property owned by any Community for the common use and enjoyment of the Members or owned by the Members of a Community as tenants-in-common, and

(iv) all property (including lots) held by the Declarant, the Declarant's successors and assigns, provided further that the Declarant, the Declarant's successors and assigns shall be exempt from Specific Assessments and Reserve Assessments.

In addition, Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

8.10 Limitation on Increases of Assessments.

Notwithstanding any provision to the contrary, the Board may not impose an Assessment increase exceeding that allowable under Arkansas law.

[END OF PART THREE]

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PART FOUR: DEVELOPMENT OF THE COMMUNITIES

This Declaration reserves various rights to the Declarant in order to facilitate the smooth and orderly development of Scissortail and to accommodate changes in the Development Plan which inevitably will occur as Scissortail grows and matures.

Article 9 Expansion of Scissortail Subdivision

9.1 Expansion by Declarant.

The Declarant may, from time to time subject to the provisions of this Declaration, annex additional real property to the Properties by Recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to expand Scissortail pursuant to this section shall expire the lots subject to this Declaration has been conveyed or forty (40) years after the Recording of this Declaration, whichever is earlier. Until then, Declarant may transfer or assign this right to annex property to any Person who is a purchaser of any portion of the Properties. Declarant shall memorialize such transfer in a Recorded document.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the Properties in any manner whatsoever.

9.2 Expansion by the Association.

In addition to the rights granted in Section 9.1, the Association may subject additional property to the provisions of this Declaration by Recording a Supplemental Declaration describing the additional property. Any such Supplemental Declaration shall require the affirmative vote of Members representing more than fifty percent (50%) of the Class A votes of the Association represented at a meeting duly called for such purpose and the consent of the owner of the property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration, the written consent of Declarant shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property and by Declarant, if Declarant's consent is necessary.

9.3 Additional Covenants and Easements.

Declarant may subject any portion of Scissortail to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4 Effect of Recording Supplemental Declaration.

A Supplemental Declaration shall be effective on Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Article 10 Additional Rights Reserved to Declarant.

10.1 Withdrawal of Property.

Declarant reserves the right to amend this Declaration, so long as the Declarant has a right to annex additional property pursuant to Section 9.1 of this Declaration, for the purpose of removing from the coverage of this Declaration any portion of Scissortail which has not yet been improved with structures. Such amendment shall

not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if such Owner is not Declarant. If the property to be withdrawn is Common Area, the Association shall consent to such withdrawal.

10.2 Marketing and Sales Activities.

Declarant and Builders authorized by Declarant may construct and maintain on portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units and sales offices. Declarant and authorized Builders shall have a license with an interest for access to and use of such facilities. Declarant shall retain the exclusive right to approve the size, content, location, design and colors of any and all signage or promotional materials used by any Person who is marketing or offering any lot for sale.

10.3 Right to Develop.

Declarant and the Declarant's employees, agents and designees shall have a right of access and use and an easement over and on all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Every Person that acquires any interest in Scissortail acknowledges that Scissortail is a planned community, the development of which is likely to extend over many years and agrees not to use Association funds to protest, challenge or otherwise object to: (a) changes in uses or density of property outside the Community in which such Person holds an interest; or (b) changes in the Development Plan as it relates to property outside the Community in which such Person holds an interest. To be clear, no Association funds shall be used to challenge, protest, object to or otherwise interfere with the Declarant's development activities in Scissortail.

10.4 Right to Approve Changes in Standards.

No amendment to or modification of any Use Restrictions and Rules shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration.

10.5 Right to Transfer or Assign Declarant Rights.

Any special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless reduced to a written document signed by Declarant and duly Recorded. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.6 Exclusive Rights to use Name of Development.

No Person shall use the name "Scissortail" or any derivative of such name in any printed, electronic or promotional material without Declarant's prior written consent. However, Owners may use the name "Scissortail" in printed or promotional matter where such term is used solely to specify that particular property is located at Scissortail and the Association shall be entitled to use the word "Scissortail" in its name.

10.7 Termination of Rights.

The rights contained in this Article shall not terminate until the earlier of: (a) the date of termination of the Class B Control Period pursuant to Section 9.1 of this Declaration; or (b) Recording by Declarant, in the sole discretion of the Declarant, of a written statement terminating such rights.

[END OF PART FOUR]

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PART FIVE: PROPERTY RIGHTS WITHIN THE DEVELOPMENT

The nature of living in a planned community, with its wide array of properties and development types and ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Declarant, the Association and others in or adjacent to the development.

Article 11 Easements.

11.1 Easements in Common Area.

Declarant grants to each Owner a nonexclusive right and easement of use, access and enjoyment in and to the Common Area, subject to:

(i) The Governing Documents and any other applicable covenants;

(ii) Any restrictions or limitations contained in any deed conveying such property to the Association;

(iii) The Board's right to:

(a) adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(b) suspend the right of an Owner to use recreational facilities within the Common Area: (a) for any period during which any charge against such Owner's Lot remains delinquent; and (b) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of Governing Documents after notice and a hearing pursuant to Section 3.24 of the Bylaws;

(c) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(d) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated on the Common Area;

(e) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests on payment of use fees established by the Board;

(f) mortgage, pledge or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

(g) designate certain areas and facilities within the Common Area as open for the use and enjoyment of the public in accordance with Section 7.10 of this Declaration; and

(h) limit the use of those portions of the Common Area designated as "Community Common Areas," as described in Article 12 of this Declaration to the exclusive use of Owners within that Community and their family members, guests and invitees.

Any Owner may extend the rights of use and enjoyment hereunder to the members of such Owner's family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases a Lot shall be deemed to have assigned all such rights to the lessee of such Lot for the period of the lease.

Declarant, so long as Declarant owns any of the Properties and the Association shall have the right to grant easements in and to the Common Area to any service provider or third-party contractor as may be necessary, in the sole discretion of Declarant or the Association, in connection with such service provider's or contractor's provision of services to Scissortail. Any such easements shall be subject to any limitations or restrictions placed on the easement by the grantor. The grantor of such easements, either Declarant or the Association, shall have the right to require specifically that the party exercising the easements, after exercising the easement, take restorative or ameliorative action with respect to the burdened property.

11.2 Easements of Encroachment.

Declarant grants reciprocal appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3 Easements for Utilities, Etc.

(A) The Properties shall be subject to such easements as are set forth in any and all separate, duly Recorded documents, including without implied limitation, any and all applicable subdivision plats, maps of dedication, easements and easement agreements, subject to such terms, conditions, limitations or restrictions as may be set forth in such separate documents. Such easements may include (but shall not be required to include) easements for ingress and egress, private streets, public and private paths and trails, access for maintenance purposes, drainage and storm drains, landscape irrigation, private and public utilities, open space and visibility, emergency vehicle and service vehicle access. Declarant and the Association, for themselves and their respect successors and assigns, each reserve the right to grant, convey and dedicate over, on, beneath and across any land owned by either, any and all easements deemed appropriate, whether in favor of any governmental entity, including the City of Rogers and Benton County, any public or private utility company or any other third party, on such terms and subject to such conditions, limitations or restrictions as may be necessary or appropriate to carry out the purpose of such easement.

(B) Declarant also reserves for itself and grants to the Association the non-exclusive right and power to grant and Record such specific easements as may be necessary, in the sole discretion of Declarant or the Association, as applicable, in connection with the orderly development of any of the Properties, provided, the Association shall have such right and power only with respect to property that has been subjected to this Declaration in accordance with Article 9 of this Declaration and only with respect to any Common Area that is owned by Declarant or the Association, as applicable.

(C) All work associated with the exercise of the easements described in subsections (A) and (B) of this section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The grantor of the easements described in subsection (A) or (B), either Declarant or the Association, shall have the right to require specifically that the party exercising the easement, after exercising the easement, take restorative or ameliorative action with respect to the burdened property. On completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.4 Easements to Serve Additional Property.

Declarant reserves for itself and its duly authorized agents, successors, assigns and mortgagees, an easement over the Association Common Area for the purposes of enjoyment, use, access and development of the property described in Exhibit B, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property. In the event of any such damage to the property, whether to natural conditions or structures and regardless of whether such damage is the result of negligent, willful or any other type of action, Declarant or its successors or assigns, whichever is appropriate, shall repair such property and shall restore it to the condition which existed prior to the occurrence of the damage or to the condition any governmental entity having jurisdiction requires, whichever standard is stricter. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors

or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

11.5 Easements for Maintenance, Emergency and Enforcement.

Declarant reserves to itself and grants to the Association easements over Scissortail as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2 of this Declaration. The Association shall also have the right, but not the obligation, to enter on any Lot for emergency, security and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce Governing Documents; provided, however, except to avoid imminent threat of personal injury or property damage, entry into any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the consent of the Owner or occupant, which consent shall not unreasonably be withheld.

11.6 Easements for Irrigation, Detention/Retention Maintenance and Flood Water.

To the extent that any lakes, ponds, channels, detention ponds, retention areas, collections of storm water drainage (collectively, **Detention/Retention Area**) is located within the Common Area, this Declaration creates, in favor of Declarant and the Association as well as their successors, assigns and designees, the nonexclusive right and easement, but not the obligation, to enter on any Detention/Retention Area located within the Common Area to: (a) install, operate, maintain and replace pumps to supply irrigation water to the Common Area; (b) construct, maintain and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Scissortail General Standards.

To the extent that any Detention/Retention Area is located within the Common Area, this Declaration creates in favor of the Association and its successors, assigns and designees, the nonexclusive right and easement to enter on any Detention/Retention Area located within the Common Area to: (a) install, operate, maintain and replace pumps to supply Detention/ Retention Area to the Common Area; (b) construct, maintain and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Scissortail General Standards.

Declarant, the Association and their successors, assigns and designees shall have an access easement over and across any of Scissortail abutting or containing any Detention/Retention Area to the extent reasonably necessary to exercise their rights under this section.

Declarant reserves for itself, the Association and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within one hundred (100) feet of any Detention/Retention Area at Scissortail, in order to: (a) alter in any manner and generally maintain any irrigation lake within the Common Area; and (b) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage or injury resulting from flooding or surface runoff due to rainfall or other natural occurrences.

11.7 Easements for Drainage Areas.

This Declaration creates in favor of Declarant, so long as Declarant owns any of the Properties and the Association and their successors, assigns and designees, the nonexclusive right and easement to enter on drainage ways, drainage culverts, natural drainage areas, washes and wash areas, other areas at Scissortail, including areas within Lots, used to drain surface runoff and flood waters and any improvements and equipment installed or used in connection therewith (collectively, "**Drainage Areas**") to install, maintain, repair and replace such areas and property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld. No Owner shall take any action or allow any action to be taken on their Lot that would alter the drainage of surface water from their Lot onto any other Lot or the Common Area.

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11.8 Easements for Screening and Fencing.

This Declaration creates in favor of Declarant, so long as Declarant owns any the Properties and the Association and their successors, assigns and designees, the nonexclusive right and easement to enter on Lots and other areas within Scissortail, on which screening and fencing has been installed for the purpose of improving the aesthetic quality of Scissortail. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

11.9 Mineral Rights - Exception.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot by deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or on said easements or any part thereof to serve said Lot or any other portion of the Properties. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any Utility Company or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot by deed or other conveyances shall not be construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, neither Declarant nor any Owner shall have surface access to the Properties for mineral purposes.

[END OF PART FIVE]

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE DEVELOPMENT

The growth and success of Scissortail requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with its neighbors and protection of the rights of others who have an interest in the community.

Article 12 Dispute Resolution and Limitation on Litigation.

12.1 Consensus for Association Litigation.

Except as provided in this section, the Association shall not commence a judicial or administrative proceeding without the approval at least two-thirds (2/3rds) of the Members eligible to vote a duly called meeting. This section shall not apply, however, to: (a) actions brought by the Association to enforce Governing Documents (including, without implied limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against the Association. This section shall not be amended unless such amendment is approved by the percentage of votes and pursuant to the same procedures, necessary to institute proceedings as provided above.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at Scissortail or any improvement constructed on Scissortail, Declarant shall have the right to be heard by the Members or the particular Member and to access, inspect, correct the condition of or redesign any portion of Scissortail, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.2 Dispute Resolution and Enforcement.

Subject to Section 13.1 of this Declaration, prior to the Declarant, Association or any Member bringing any judicial or administrative proceeding under the Governing Documents or for a claim against the Declarant, Association or any Member, such Person making a claim shall make a good faith attempt to negotiate in person with the other party, including seeking formal pre-litigation mediation, for the resolution of the dispute. In the event good faith negotiations fail to resolve the dispute, the Person shall thereafter be entitled to sue in any court of competent jurisdiction or to initiate proceedings before any appropriate administrative tribunal on their claim. Each party shall bear its own costs of any mediation, including attorneys' fees and each party shall share equally all charges rendered by any mediator. If the parties agree to a resolution of any claim through negotiation or mediation and any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata) all costs incurred in enforcing such agreement, including, without implied limitation, attorneys' fees and court costs.

Each Owner shall comply strictly with the Governing Documents, including any rules, regulations and resolutions of the Association. Failure to so comply shall be grounds for the taking of such actions elsewhere provided for in the Governing Documents, including, but not limited to, the institution of legal proceedings in an action at law and/or in equity. Should the Declarant or Association engage legal counsel for representation, all costs associated with such engagement, including litigation costs and expenses shall be recovered from the other party, which may be a Specific Assessment if the other party is a Member. No delay, failure or omission on the part of the Declarant or Association in exercising any right, power or remedy provided in these Governing Documents shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach and shall act as no bar to enforcement.

Notwithstanding anything to the contrary set forth in this Declaration, this Section 12.2 does not apply to the City if the City brings an action or asserts a right created under the Governing Documents.

Article 13 Mortgagee Provisions.

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

13.1 Notices of Action.

An institutional holder, insurer or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Lot to which the Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(ii) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

13.2 Special FHLMC Provision.

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing Section. Unless at least sixty-seven percent (67%) of the first Mortgagees or Members representing at least sixty-seven percent (67%) of the total Association vote consent, the Association shall not:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any declaration subsequently Recorded on any portion of Scissortail regarding assessments for Communities or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(3) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);

(4) Fail to maintain insurance, as required by this Declaration; or

(5) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage on the lapse of an Association policy and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

13.3 Other Provisions for First Lien Holders.

To the extent not inconsistent with Arkansas law:

(A) Any restoration or repair of Scissortail after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(B) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

13.4 Amendments to Documents.

The following provisions do not apply to amendments to the Governing Documents or to termination of the Association as a result of destruction, damage or condemnation pursuant to Sections 14.3(A) and (B) of this Declaration, to the addition of land in accordance with Article 9 of this Declaration or to Declarant rights under Article 18 of this Declaration:

(A) The consent of Members representing at least sixty-seven percent (67%) of the Class A votes and of Declarant, so long as Declarant owns any land subject to this Declaration and the approval of the Eligible Holders of first Mortgages on Lots to which at least sixty-seven percent (67%) of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Association.

(B) The consent of Members representing at least sixty-seven percent (67%) of the Class A votes and of Declarant, so long as Declarant owns any land subject to this Declaration and the approval of Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to a Mortgage appertain, shall be required materially to amend any provisions of this Declaration, the Bylaws or the Articles or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

(i) voting;
(ii) assessments, assessment liens or subordination of such liens;
(iii) reserves for maintenance, repair and replacement of the Common Area;
(iv) insurance or fidelity bonds;
(v) rights to use the Common Area;
(vi) responsibility for maintenance and repair of Scissortail;
(vii) expansion or contraction of Scissortail or the addition, annexation or withdrawal of property to or from the Association;
(viii) boundaries of any Lot;
(ix) leasing of Lots;
(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer or otherwise convey his or her Lot;
(xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
(xii) any provisions included in this Declaration, the Bylaws or Articles which are for the express benefit of holders, guarantors or insurers of first Mortgages on Lots.

13.5 No Priority.

No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.6 Notice to Association.

On request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

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13.7 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

13.8 Construction of Article 14.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws or Arkansas law for any of the acts set out in this Article.

Article 14 Relationship with City of Rogers, Benton County and Media.

The Association, acting through the Board, shall promulgate and implement a process for and shall appoint a member who serves as a single point of contact for the City of Rogers, Benton County, media and members of the public. The responsibilities of such member shall include, without implied limitation, communicating with the City of Rogers regarding maintenance issues within the purview of the Association and answering questions relevant to any matters for which the Association has responsibility or authority.

[END OF PART SIX]

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PART SEVEN: CHANGES IN THE DEVELOPMENT

Communities such as Scissortail are dynamic and constantly evolving as circumstances, technology, needs and desires and laws change, as the resident's age and change over time and as the surrounding community changes. Scissortail and the Governing Documents must be able to adapt to these changes while protecting the special features of Scissortail that make Scissortail unique.

Article 15 Changes in Ownership of Lots.

Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board at least fourteen (14) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date on which such notice is received by the Board or the date title transfers, whichever is later.

Article 16 Changes in Common Area.

16.1 Condemnation.

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class A votes in the Association and of Declarant, as long as Declarant owns any property subject to this Declaration or which may be made subject to the Declaration in accordance with Section 9.1 of this Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as set forth in this Article.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking, Declarant, so long as Declarant owns any property subject to this Declaration or which may be made subject to this Declaration in accordance with Section 9.1 of this Declaration and Members representing at least seventy-five percent (75%) of the total Class A vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3.3 of this Declaration regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area or if a decision is made not to repair or restore or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

16.2 Partition.

Except as permitted in this Declaration, the Common Area shall remain undivided and no Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

16.3 Transfer or Dedication of Common Area.

The Association, acting through the Board, may dedicate portions of the Common Area to the City of Rogers, Benton County or to any other local, state or federal governmental or quasi-governmental entity.

Article 17 Amendment of Declaration.

17.1 By Declarant.

In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, until termination of the Class B membership, Declarant may unilaterally amend

this Declaration for any purpose and at any time, including during restrictive periods. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency.

Any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, so long as Declarant owns any of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

17.2 By Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing seventy-five percent (75%) of the total Class A votes in the Association, including seventy-five percent (75%) of the Class A votes held by Members other than Declarant and the consent of Declarant, so long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration. In addition, the approval requirements set forth in Article 14 of this Declaration shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

17.3 Validity and Effective Date.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective on Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

17.4 Exhibits.

Exhibits A, B, C, D and E attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above on the signature blocks below.

SCISSORTAIL PARTNERS, LLC,
an Arkansas limited liability company

By_____
Robert David, Manager of Moraine Properties, LLC,
Manager of Scissortail Partners, LLC

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF Benton)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named **ROBERT DAVID**, to me personally well known, who stated that he was the Manager of Moraine Properties, LLC, manager of **SCISSORTAIL PARTNERS, LLC,** an Arkansas limited liability company, and stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 26 day of April, 2017

_____
Notary Public

My Commission Expires:

Aug 2, 2024

STATE OF ARKANSAS NOTARY PUBLIC
JULIE VAUGHT
MY COMMISSION # 12399941
EXPIRES: August 2, 2024
Washington County

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EXHIBIT A

Real Property

Lots 1 through 268 of Scissortail Subdivision, an Addition to the City of Rogers, Benton County, Arkansas

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EXHIBIT B

Additional Land Subject to Future Annexation

To be provided through the Declarant's subsequent filing (and amendment to this Exhibit B) of an amendment to these Declarations as set out in Section 1.2.

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EXHIBIT C

Initial Use Restrictions and Rules for Scissortail

The following Use Restrictions and Rules for Scissortail attached to and made a part of the Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community to the City of Rogers, Benton County, Arkansas (the "**Declaration**") shall apply to all of Scissortail (the "**Development**") until such time as amended, modified, repealed or limited by rules of the Association adopted pursuant to Article 3 of the Declaration. Unless otherwise defined herein, words bearing initial capital letters or references to Exhibits shall have the meanings given them in the Declaration.

1. General. Scissortail shall be used only for single-family residential purposes and related purposes (which may include, without implied limitation, an information center and/or a sales office for Declarant's personnel or for any real estate broker retained by the Declarant to assist in the sale of real property described in Exhibits A or B, offices for any property manager retained by the Association or business offices for the Declarant or the Association) consistent with the Declaration and any Supplemental Declaration. As used herein, the term "**single family residential purposes**" shall be deemed to specifically prohibit, without implied limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment, or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the residential dwelling constructed on such Lot (Residential Dwelling). The term "single family residential purposes" shall also be defined as: (a) one (1) or more individuals related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents and their dependent grandparents; (b) no more than two (2) unrelated individuals living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents and their dependent grandparents; and (c) in no event shall any Residential Dwelling be occupied by more individuals than the product of the total number of bedrooms contained in the Residential Dwelling multiplied by two (2). No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would: (i) void any insurance in force with respect to the Properties; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in the Board's sole discretion; (iv) constitute a violation of this Declaration or any applicable law; (v) unreasonably interfere with the use and occupancy of the Properties by other Owners; or (vi) generate an unreasonable amount of vehicular traffic within the Properties.

2. Restrictions. The following activities are prohibited at Scissortail unless expressly authorized by and then subject to such conditions as may be imposed by the Board:

2.1 Parking; Vehicles. Except as otherwise provided in this Declaration, no Owner, lessee, tenant or occupant of a Lot, including all individuals who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any passenger vehicle, pick-up truck, van, race car trailer, box trailer, bus, farm equipment, tractor trailer, flatbed trailer or other type of vehicle or trailer on a street or on a driveway within the Development for a period for longer than twenty four (24) consecutive hours. For purposes of this Declaration, the term "**passenger vehicle**" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Arkansas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Arkansas, and the term "**pick-up truck**" is limited to up to a three quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. The Association shall have the right to cause any vehicle in violation of any of the foregoing restrictions to be towed in the manner provided in the Arkansas Transportation Code." No passenger vehicle, pick-up truck, commercial vehicle, mobile home trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed or repaired (including, without implied limitation, oil changes) on any Lot, Common Area, or street, whether or not such street is dedicated, within the Properties. No mobile home trailers, recreational vehicles (whether for land or water), commercial vehicle, boats, boat rigging, trailers or camper shall be parked, kept or stored on any street, whether or not dedicated, for any length of time or on the driveway of any Lot for more than seventy-two (72) hours in any thirty (30) day period;

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2.2 Pets. Raising, breeding or keeping animals, livestock or poultry of any kind, except that no more than three (3) dogs, cats or other usual and common household pets may be permitted in a Lot, provided the total weight of such two household pets does not exceed one hundred fifty (150) pounds. However, those pets which are permitted to roam free or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed on the Board's request. If the Owner fails to honor such request, the Board may remove the pet. The Board shall have the authority to determine, in the Board's sole discretion, whether a particular pet is a usual and common household pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law. Each Owner must promptly remove and dispose of each pet's waste in a safe, sanitary manner;

2.3 Noxious, Offensive Activity. Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots, or allowing my omission or commission any condition to exist on a Lot that would induce, breed or harbor infectious disease or insects;

2.4 Violations of Law. Any activity that violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

2.5 Healthy Environment. Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;

2.6 Common Area Uses. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the occupants of other Lots;

2.7 Burning. Outside burning of any type, including without implied limitation, the burning of trash, leaves, debris or other materials;

2.8 Audible Discharge. Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

2.9 Firecrackers, Firearms and Explosives. Use and discharge of firecrackers and other fireworks, firearms and other explosives, provided, the Board shall have no obligation to take action to prevent or stop such discharge;

2.10 Dumping. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances on any Lot or Common Area and in any drainage ditch, stream, pond or lake or elsewhere within Scissortail, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff and Declarant may dump and bury rocks and similar materials;

2.11 Accumulation of Debris. No garbage or trash shall be placed or kept within the Properties except in covered containers of a type, size and style provided by the City of Rogers or in the alternative, as approved by the Design Review Board. In no event shall any such containers be maintained on a Lot so as to be visible from any Street in the Properties or any neighboring Lot except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection; not to exceed twelve, (12) hours absent extenuating circumstances;

2.12 Obstructions. Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

2.13 Subdivision of Lots. Subdivision of a Lot into two or more Lots or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be

permitted to subdivide or replat Lots which it owns. Notwithstanding the foregoing, the Board may vote to exempt one or more Lots from Base Assessments and the Design Review Board may vote to approve a design plan that encompasses more than one Lot so long as all of the Lots are owned by the same Owner and the combined Lots are part of one integrated estate (and the application for approval of a dwelling unit reflects the combined Lots) supporting one single family dwelling unit. If at any time one or more of the Lots is conveyed to a third party, the conveyed Lot shall immediately become subject to all Assessments;

2.14 Use of Water Areas. Swimming, boating, use of personal flotation devices or other active use of lakes, ponds, streams or other bodies of water within Scissortail is prohibited; provided, however, Declarant, its successors and assigns and the Association, after Declarant terminates the Declarant's right to annex additional land or no longer owns any Lots, shall be permitted and shall have the exclusive right and easement to retrieve materials and objects from bodies of water within the Common Areas and to draw water from lakes, ponds and streams within Scissortail for purposes of irrigation and such other purposes as Declarant or, as applicable, the Association deems desirable. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to Scissortail;

2.15 Investment Uses. Use of any Lot for operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Lots which it owns;

2.16 Combustible Materials. On-site storage of gasoline, heating or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment, except as granted by Declarant;

2.17 Business Uses. Any business, trade or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, signage, sound or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for Scissortail; (iii) the business activity does not involve door-to-door solicitation of residents of Scissortail, the distribution of flyers or other forms of promotional materials designed to call attention to a particular lot or constitutes a day care facility; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Scissortail which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; the business activity does not involve the loading or unloading of merchandise; and (vi) the business activity is consistent with the residential character of Scissortail and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of Scissortail, as may be determined in the Board's sole discretion;

The terms "**business**" and "**trade**" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection, unless such leasing occurs in violation of any other Governing Document pertaining to leasing. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of Scissortail or its use of any Lots which it owns within Scissortail, including the operation of a timeshare or similar program;

2.18 Wildlife. Capturing, trapping or killing of wildlife within Scissortail, except in circumstances posing an imminent threat to the safety of persons using Scissortail;

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2.19 Preservation of Natural Resources. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands or air quality within Scissortail or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

2.20 Vehicle Storage Conversions. Conversion of any structure, building or garage to finished space for use as an apartment or other integral part of the living area on any Lot;

2.21 Operation of Motorized Vehicles. Operation of motorized vehicles, including but not limited to motorcycles, scooters, mopeds, go-carts and golf carts, on sidewalks, pathways or trails, except that motorized carts may be operated by those requiring the same for medical purposes; and

2.22 Construction Activities. No construction, erection, placement, replacement, remodeling or modification of any thing, permanently or temporarily, on the outside portions of the Lot or which is otherwise visible from a street or right of way, whether such portion is improved or unimproved, shall be permitted except in strict compliance with the provisions of Article 4 of the Declaration. This restriction shall include, without limitation, fences, mailboxes, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens or fences of any kind; satellite dishes and antennas, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, "**Permitted Antennas**") shall be permitted on Lots, subject to such reasonable requirements as to location and screening as may be set forth in the Design Review and Development Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of Scissortail, should any master system or systems be utilized by the Association and require such exterior apparatus.

3. Prohibited Conditions. The following shall be prohibited at Scissortail:

3.1 Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of Scissortail. Further, no grasses on any Lot shall be allowed to grow higher than six (6) inches;

3.2 Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and

3.3 Sprinkler or irrigation systems or wells of any type which draw on water from lakes, creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters within Scissortail, except that Declarant and the Association shall have the right to draw water from such sources.

3.4 Outbuildings, Temporary Structures. No temporary sheds, outbuildings or temporary accessory buildings are allowed. Any sheds, outbuildings or accessory buildings of any nature must obtain Design Review Board approval prior to installation pursuant to Article 4 of the Design Review and Development Guidelines.

3.5 Use of the "Scissortail" name or any derivation thereof (including a trademark or log) without written approval of the Board, including but not limited to: use in advertising and marketing materials, web sites,

message boards, and web logs. The Declarant and/or Association retain and expressly claim all intellectual property rights associated with the mark "Scissortail."

4. Leasing of Units. "Leasing, leased, and lease" for purposes of this paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. "Owner Occupied Lots" are defined for purposes of this paragraph as Lots occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home. This paragraph expressly limits and controls Section 3.4(5) of the Declaration.

4.1 Leasing Restricted. Subject to Declarant's absolute and subjective discretion during the Class B Control Period, and thereafter in the Association, Lots may be leased within the Properties provided the total percentage of leased Lots within the Properties shall not exceed five percent (5%) of the total number of Lots within the Properties. Any Owner seeking to lease a Lot shall submit a written request to the Declarant at the address provided for the Design Review Board requesting the Declarant's approval of the proposed lease and lessee. Upon the occurrence of a decrease below five percent (5%) of non-Owner Occupied Lots within the Properties, Lots will be permitted to be leased on a first bona fide request, first permitted basis, until the number of Lots which are leased reaches five percent (5%), at which time no further Lots shall be leased until the number of leased Lots drops below five percent (5%). Except for the Declarant and Builders who own more than one Lot for the sole purpose of construction of a residences, no single entity (the same Person, individual, investor group, partnership, or corporation, or any affiliate thereof) shall own more than one Lot.

In order to administer the above regulation, all Persons purchasing a Lot within the Properties shall, simultaneous with closing of such Lot, provide the Declarant or Association with a certification stating: (a) that the Lot will not be occupied as the purchaser's principle residence or second home, or (b) covenanting and agreeing with the Association that the purchaser will occupy the Lot as an Owner Occupied Lot.

The Association will keep a record of the Owner Occupied Lots and leased Lots (if any). Each lease shall be for a term of no less than twelve (12) months, shall be in writing, and shall expressly provide that each lessee agrees to the terms of the Governing Documents. Upon execution of any lease, each Owner shall provide the Declarant or, if applicable, the Association, a copy of such lease.

THESE USE RESTRICTIONS AND RULES MAY BE AMENDED AS SET FORTH IN PART TWO OF THE DECLARATIONS.

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EXHIBIT D

BYLAWS OF SCISSORTAIL PROPERTY OWNERS ASSOCIATION, INC.

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BYLAWS OF SCISSORTAIL PROPERTY OWNERS ASSOCIATION, INC.

Article 1 Name, Principal Office and Definitions

1.1 Name. The name of the corporation is Scissortail Property Owners Association, Inc. (the "Association").

1.2 Principal Office. The principal office of the Association shall be 708 SW C Street, Suite 1, Bentonville, Arkansas, 72712. The Association may have such other offices, either within or outside the State of Arkansas as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Circuit Clerk of Benton County on _____ __, 2017 in Book ____, page ____, as amended, (the "Declaration"), unless the context herein indicates otherwise. 2017 22858

Article 2 Association Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have two (2) classes of membership, Class A and Class B, as more fully set forth in the Declaration and incorporated herein by this reference. The Declarant, as identified in the Declaration, shall be the sole Class B Member.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3 Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held at such time as the Declarant, in the Declarant's sole discretion, determines a sufficient number of Lots are owner-occupied. Meetings shall be of Members and, if required by law, shall be open to all Members. Subsequent regular annual meetings shall be set by the Board to occur during the fourth quarter of the Association's fiscal year on a date and at a time set by the Board.

2.4 Special Meetings. Subject to the Declarant's discretion, the President may call special meetings. In addition, it shall be the duty of the President, subject to Declarant approval, to call a special meeting if so directed by resolution of the Board, on a petition signed by Members representing at least twenty-five percent (25%) of the total Class A votes of the Association.

2.5 Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of Members shall be posted at each entrance to Scissortail or delivered, either personally or by mail, to each Member entitled to vote at such meeting and, if required by law, to all Members not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after deposit in the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage prepaid. If posted, the notice of a meeting shall be deemed delivered three (3) days after such notice is posted at each entrance to Scissortail.

2.6 Waiver of Notice. Waiver of notice of a meeting of Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of Members, either before or after such meeting.

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Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall be deemed a waiver of notice of all business transacted at such meeting, unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws and such voting rights provisions in the Declaration are specifically incorporated herein by this reference. A Member shall not be entitled to vote so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

2.9 Proxies. On any matter as to which a Member is entitled personally to cast the vote for a Lot, such vote may be cast in person, by written ballot or by proxy, subject to the limitations of Arkansas law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. If such proxies have not been properly completed or returned in a timely fashion to the Secretary and a Member or such Member's duly authorized attorney-in-fact does not personally appear at a meeting, the vote of the Member shall be deemed to have been given to the Declarant for quorum and voting purposes. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail or if dated as of the same date, both shall be deemed invalid; however, such conflicting proxies shall be counted for purposes of determining the presence of a quorum.

Every proxy shall be revocable and shall automatically cease on: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) on the date specified in the proxy.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners or other group as the context may indicate, totaling more than fifty percent (50%) of the total eligible number thereof.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a majority of the total Class A votes in the Association shall constitute a quorum at all meetings of the Association. Any Member or their duly authorized attorney-in-fact not personally present at a meeting and who has not properly completed or returned their proxy in a timely fashion to the Secretary shall be deemed to have given to the Declarant the vote of such Member for quorum and voting purposes.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action without a Meeting. Any action required or permitted by law to be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the

proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their consent, fairly summarizing the material features of the authorized action.

Article 3 Board of Directors: Number, Powers, Meetings

A. COMPOSITION AND SELECTION.

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. All actions or decisions delegated to the Association under the Governing Documents shall be carried out by the Board. Except with respect to directors appointed by the Class B Member, the directors shall be Members or residents; provided, however, no Owner and a different resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person eighteen (18) years of age or older whose principal residence is a Lot within Scissortail. In the case of a Member which is not a natural person, any officer, director, member, manager, partner or trustee of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Class B Member.

3.2 Number of Directors. The Board shall consist of no less than three (3) or more than nine (9) directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) Directors as identified in the Articles.

3.3 Directors during Class B Control Period. Subject to the provisions of Section 3.5 of these Bylaws, the Directors, including Community Board Members, shall be selected by the Class B Member acting in its sole discretion and shall serve at the pleasure of the Class B Member until the first to occur of the following:

(a) when the Class B Control Period should cease; or
(b) when, in its discretion, the Class B Member so determines.

3.4 Nomination and Election Procedures.

(1) *Nominations and Declarations of Candidacy*. Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a Director may file as a candidate for any position to be filled by Class A votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Except with respect to Directors selected by the Class B Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board and three (3) or more Members or representatives of Members, with at least one (1) representative from each Community. The members of the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as the Nominating Committee shall, in its discretion, determine. The Nominating Committee shall nominate separate slates for the Directors, if any, to be elected at large by all Class A votes and for the Director(s) to be elected by the votes within each Community. In making nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate qualifications to the Members and to solicit votes.

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(2) *Election Procedures*. Each Member may cast all votes assigned to the Lots which such Member represents for each position to be filled from the slate of candidates on which such Member is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws:

(1) During the Class B Control Period, the Declarant shall have the right in the Declarant's sole discretion to appoint each member of the Board. The Declarant may, but shall not be required to, appoint a resident Owner to the Board during the Class B Control Period. The fact that the Declarant has in the past appointed a resident Owner to the Board shall not require the Declarant to continue with such appointments.

(2) After termination of the Class B Control Period, the Declarant as the Class B Member shall be entitled to appoint one (1) Director, unless the Declarant waives such right in a Recorded document. Such Director shall be elected for a term of two (2) years and shall not be subject to removal by the Members. On the sole discretion of the Class B Member, the Class B Member appointee may resign, their position to be filled by the Members at the next election of Directors. Within ninety (90) days after termination of the Class B Control Period, the Board shall be increased to nine (9) Directors and an election shall be held. Three (3) "at large" directors shall be elected by all Members, with two (2) Directors to be elected only by the Members representing each Community and any remaining directorships filled at large by the vote of all Members. Five (5) of the initial Directors shall serve a term of two (2) years and four (4) Directors shall serve a term of one (1) year, as such directors determine among themselves. The Directors elected by Members shall not be subject to removal by the Class B Member.

On the expiration of the term of office of each Director elected by Members, Members entitled to elect such Director shall be entitled to elect a successor to serve a term of two (2) years. The Directors elected by Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any Director elected by Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. On removal of a Director, a successor shall be elected by Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by Members who has three (3) consecutive unexcused absences from Board meetings or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term. If a Community Board Member is removed, resigns or is otherwise unable to serve, any Director whom the Board appoints shall be selected from among Members within the Community represented by the Director who vacated the position.

~~This section shall not apply to Directors appointed by the Class B Member. The Class B Member shall be~~ entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a Director appointed by or elected as a representative of the Class B Member.

B. MEETINGS.

3.7 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

3.8 Regular Meetings. Regular annual meetings of the Board may be held at such time and place a majority of the Directors shall determine. Notice of the time and place of a regular meeting shall be communicated to Directors not

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less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) facsimile, computer, fiber optics or such other communication device. All such notices shall be given at the Director's telephone number, fax number, electronic mail number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

3.10 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present; and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12 Quorum of Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class A votes in the Association at a regular or special meeting of the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association on approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested Director.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings shall be posted at least forty-eight (48) hours in advance of the meeting at a conspicuous place within Scissortail which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of Section 3.16 of these Bylaws, all meetings of the Board shall be open to all Members and, if required by law, all Owners, but attendees other than Directors may not participate in any discussion or deliberation unless permission to

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speak is authorized by a vote of the majority of a quorum of the Board. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session and may exclude persons other than Directors, to discuss any or all of the following:

(a) employment or personnel matters for employees of the Association;
(b) legal advice from an attorney retained for the Board or the Association;
(c) pending or contemplated litigation; or
(d) pending or contemplated matters relating to enforcement of the Governing Documents.

3.16 Action without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors and such consent shall have the same force and effect as a unanimous vote.

C. POWERS AND DUTIES.

3.17 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws or Arkansas law do not direct to be done and exercised exclusively by Members or the membership generally.

3.18 Duties. The duties of the Board shall include, without limitation:

(1) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses and any Community Expenses or Special Expenses;

(2) providing for the operation, care, upkeep and maintenance of the Common Area;

(3) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(4) depositing all funds received on behalf of the Association in a bank depository approved by the Association and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best business judgment, in depositories other than banks;

(5) making and amending use restrictions and rules in accordance with the Declaration;

(6) opening of bank accounts on behalf of the Association and designating the signatories required;

(7) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;

(8) enforcing the provisions of the Declaration, these Bylaws and the rules adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of the Board's business judgment determines is or is likely to be construed as inconsistent with applicable law or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

(9) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof and filing and adjusting claims, as appropriate;

(10) paying the cost of all services rendered to the Association;

(11) keeping books with detailed accounts of the receipts and expenditures of the Association;

(12) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(13) indemnifying a Director, officer or committee member or former Director, officer or committee member of the Association to the extent such indemnity is authorized by Arkansas law, the Articles or the Declaration;

(14) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration; and

(15) retaining third party management companies to carry out same or all of its responsibilities hereunder.

3.19 Right of Class B Member to Disapprove Actions. So long as the Class B membership exists, the Class B Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class B Member, would tend to impair rights of Declarant or Builders under the Governing Documents or interfere with development or construction of any portion of Scissortail or diminish the level of services being provided by the Association.

(1) Notice. The Class B Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Sections 3.8, 3.9, 3.10 and 3.11 of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

(2) Opportunity to be Heard. The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (1) and (2) above have been met.

The Class B Member, through its representatives or agents, shall make the Class B Member's concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. The Class B Member, acting through any officer or Director, agent or authorized representative, may exercise the Class B Member's right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board or the Association. The Class B Member shall not use the Class B Member's right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20 Management. The Board may employ for the Association a professional manager, agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The manager may be a corporation or an individual. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority or those duties set forth in Sections 3.18(1), 3.18(2), 3.18(5)-(6), 3.18(8) and 3.18(13) and (14) of these Bylaws. Declarant or an affiliate of Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class B Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class B Control Period on not more than ninety (90) days' written notice.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(1) cash accounting, as defined by generally accepted accounting principles, shall be employed;
(2) accounting and controls should conform to generally accepted accounting principles;
(3) cash accounts of the Association shall not be commingled with any other accounts;
(4) no remuneration shall be accepted by the manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association; and

(5) any financial or other interest which the manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 8.4 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year. The Board may pledge or assign current or Future Assessments or reserve funds in order to more fully secure a loan. During the Class B Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent or any combination thereof of Members representing at least fifty-one percent (51%) of the total Class A votes in the Association.

3.23 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without implied limitation, the right to enter into common management, operational or other agreements with trusts, condominiums, cooperatives or Community and other owners or residents associations, within and outside the Properties. Any common management agreement shall require the consent of an absolute majority of the Board.

3.24 Enforcement. The Association shall have the power, as provided in the Declaration, to impose sanctions for violation of any duty imposed under the Governing Documents. In the event that any occupant, tenant, employee, guest or invitee of a Lot violates the Declaration, Bylaws or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine on notice from the Association.

The Association shall not be obligated to take any enforcement action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

In conducting the business of the Association, the Board, at all times, shall act within the scope of the Governing Documents and in good faith to further the legitimate interests of the Association and the Members. In fulfilling its governance responsibilities, the Board shall limit its actions to those reasonably related to the Association's purposes; those reasonably related to or within the Association's powers as provided by the Governing Documents and as provided by the laws of the State of Arkansas; and those that are reasonable in scope. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

(1) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or the Board's delegate shall serve the alleged violator with written notice describing: (a) the nature of the alleged violation; (b) the proposed sanction to be imposed; (c) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article 5 of these Bylaws; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(2) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Covenants Committee or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person, who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its

representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(3) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within ten (10) days after the hearing date.

(4) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws or the Use Restrictions and Rules by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Article 13 of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as the Board deems desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in the Board's judgment the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, manager or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other documents of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.13 of these Bylaws.

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Article 5 Committees

5.1 General. The Board may appoint such committees as the Board deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1 of these Bylaws, the Board may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these Bylaws.

5.3 Community Committees. Intentionally omitted.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be a calendar year, unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Arkansas law, the Articles, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts among the provisions of Arkansas law, the Articles, the Declaration or these Bylaws, the provisions of Arkansas law (unless displaceable by the Governing Documents), the Declaration, the Articles and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

(1) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to such Owner's interest in a Lot: the Declaration, Bylaws and Articles, including any amendments, the Use Restrictions and Rules, the membership register, books of account, including financial records and the minutes of meetings of the Members, the Board and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place as the Board shall designate.

(2) Rules for Inspection. The Board shall establish rules with respect to: (a) notice to be given to the custodian of the records; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing documents requested.

(3) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association.

(4) Exceptions to Inspection Requirement. Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection any portion of any book or record which relates to any of the following:

(i) personnel matters or a person's medical records;
(ii) communication between an attorney for the Association and the Association;
(iii) pending or contemplated litigation;
(iv) pending or contemplated matters relating to enforcement of the Governing Documents; or
(v) meeting minutes or other records of a session of a Board or Association meeting that is not required by law to be open to all Members.

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In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state or federal law.

6.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if posted at no less than one (1) entrance to Scissortail, delivered personally or if sent by United States mail, first class postage prepaid:

(1) if to a Member or Members, at the address which the Member or Members has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or Members;

(2) if to the Association, the Board or the manager, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this section; or

(3) if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

6.6 Amendment.

(1) By Class B Member. Prior to termination of the Class B Control Period, the Class B Member may unilaterally amend these Bylaws. Thereafter, the Class B Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary: (a) to bring any provision of these Bylaws into compliance with any applicable governmental statute, rule or regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

(2) By Members Generally. Except as provided above and Arkansas law, these Bylaws may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing fifty-one percent (51%) of the total Class A votes in the Association and the consent of the Class B Member, if such exists. In addition, the approval requirements set forth in Article 14 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(3) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective on adoption pursuant to Section 6.6(1) or (1) as applicable unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of the adoption of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant, the Class B Member or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of the Scissortail Property Owners Association, Inc., an Arkansas corporation; the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ___ day of _____, 2017.

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IN WITNESS WHEREOF, I have hereunto subscribed my name of said Association the same date as written above.

_____

Secretary

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EXHIBIT E

Calculation of Initial Annual Assessments

Community	**Base Assessment**
SAVANNA	$1,200.00
SILHOUETTE	$1,200.00
SEQUOIA	$1,200.00

[The Declarant shall not be liable for any Assessments so long as the Declarant holds title to any Lot]

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Exhibit F

DESIGN REVIEW AND DEVELOPMENT GUIDELINES FOR SCISSORTAIL

Disclaimer

Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Benton Circuit Clerk on _____, 2017 in Book ____, page ____, as amended, unless the context herein indicates otherwise.

These Design Review and Development Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these Design Review and Development Guidelines does not assure approval of any particular designs. The Declarant or Design Review Board, as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these Design Review and Development Guidelines.

These Design Review and Development Guidelines are a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any designs may be based on aesthetic considerations only. Declarant, the Association or the Design Review Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, for failure to give any Builder or Owner notice of any easement or right of way of record, or for ensuring that every structure is of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to other owners of property in Scissortail. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use and hereby disclaims any liability in connection with the use of this information.

1. INTRODUCTION

1.1. Purpose.

Scissortail is a planned community comprising real property in Benton County, Arkansas. The purpose of the Scissortail development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review and Development Guidelines and Design Review Board is to meet the overall Scissortail purpose by assisting in the building design process. As a general rule, the Design Review and Development Guidelines and Design Review Board will not dictate any particular architectural style or hinder personal design preferences. The Design Review and Development Guidelines and Design Review Board will strive to maintain an aesthetic flow between each of the Communities. Traditional design details may be incorporated in the Design Review and Development Guidelines, but any styles that tend to disrupt aesthetic harmony will be discouraged.

1.2. Scope.

The Design Review and Development Guidelines and Design Review Board's oversight apply to all modifications as defined within the Governing Documents. Modifications include new construction and the alteration of or additions to existing construction. The term "**Owner**" shall include a "**Builder**" as well as any entity or person retained or employed by an Owner.

1.3. Amendments.

The Design Review Board may amend, cancel, add to, modify or otherwise change these Design Review and Development Guidelines from time to time as necessary in the Design Review Board's sole discretion. The Design Review Board shall send notice of any changes by mail to-- all Owners at least five (5) business days prior to implementation of any new design guideline. Such mailing or failure thereof, shall not relieve an Owner of such Owner's obligation to determine applicable design guidelines prior to making any new construction or modification.

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1.4. Compliance with Local Law and Covenants.

The Design Review Board is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law or environmental agency compliance.

Notwithstanding the foregoing, prior to sale by the original Owner (Builder) of any Lot or completed house thereon, a final inspection must be conducted by the Design Review Board to insure full compliance with all covenants and design standards. No letter will be provided by the Declarant, Design Review Board or Property Owners Association without the final inspection being complete and a copy of Exhibit B attached hereto signed by all parties.

1.5. Limitation of Liability.

The Design Review Board is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The Design Review Board shall bear no liability and is not responsible for workmanship, safety or quality of new construction or modification based on its review and decision of an application.

2. DESIGN REVIEW PROCEDURES

2.1. Applicability.

These Design Review and Development Guidelines apply to all new construction, remodeling and modifications within Scissortail. Other examples include by illustration only mail boxes, fences, antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding and playground and outdoor recreational equipment of any type.

2.2. Design Review Board.

Oversight of the Design Review and Development Guidelines is vested in the Design Review Board. The Design Review Board shall initially consist of one Builder and at least two persons appointed by the Declarant but at no time more than five (5) persons. Members of the Design Review Board may include Builders, architects or similar professionals who are not Owners.

The Design Review Board may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and modifications shall take place in strict compliance with the Declaration, these Design Review and Development Guidelines and the application and review procedures promulgated by the Design Review Board.

2.3. Review Fees.

The Design Review Board may not establish a review fee schedule applicable to the oversight of administering the Design Review and Development Guidelines.

2.4. Review Standards.

As provided in the Governing Documents, the Design Review Board shall approve any new construction or modification only if the Design Review Board deems, in its discretion, that new construction and modifications conform to and harmonize with the existing surroundings, residences, landscaping and structures and meets the requirements for such new construction and modifications found in the Governing Documents, these Design Review and Development Guidelines and procedures promulgated by the Design Review Board. A structure destroyed (partially or totally) by fire or other casualty or peril shall be considered as new construction.

The Design Review Board evaluates all submissions on the merits of the application. Besides evaluation of the particular design which shall include consideration of the characteristics of the housing type and the particular site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Design Review and Development Guidelines.

Compliance with the Governing Documents. All applications are reviewed to confirm that the proposed new construction or modification is in conformance with the Governing Documents.

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Relation to the Natural Environment. All applications are reviewed to confirm that the proposed new construction or modification represents a positive or neutral effect on the surrounding natural environment.

Validity of Concept. All applications are reviewed to confirm that the proposed new construction or modification is sound in concept and appropriate to its surroundings.

Design Compatibility. All applications are reviewed to confirm that the proposed new construction or modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details. Identical elevations cannot be used where the structures are visible one to the other.

Location and Impact on Neighbors. All applications are reviewed to confirm that the proposed new construction or modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight and ventilation.

Scale. All applications are reviewed to confirm that the proposed new construction or modification relates well to the size, in three (3) dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

Color. All applications are reviewed to confirm that the proposed new construction or modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity. Pastel colors or bright colors will only be permitted by special request if at all.

Materials. All applications are reviewed to confirm that the proposed new construction or modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

Workmanship. All applications are reviewed to confirm that the proposed new construction or modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

Timing. All applications are reviewed to confirm that the proposed new construction or modification will be completed in a timely manner, whether an Owner performs such work or contracts the work to be done. All construction activity associated with any Lot for which an application has been approved by the Design Review Board shall be substantially complete (as determined by the Declarant or the Design Review Board) within eighteen months from the date the application was initially approved and all landscaping fully installed within thirty (30) days from the date the dwelling unit is completed. The failure to satisfy this time requirement shall subject the Owner or the Builder to Builder Assessments.

2.5. Review Process for New Construction and Modifications.

Prior to making application to the Design Review Board, Owners are encouraged to meet with a representative of the Design Review Board to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review and Development Guidelines and applicable forms. Prior to commencing any new construction, a Builder shall submit to the Design Review Board fully completed application forms for approval. The acceptable application forms appear as Exhibits A, B, and C to these Design Review and Development Guidelines. Such application shall include Plans showing floor plans with square footages, site layout, exterior elevations, exterior materials and colors, drainage structures if any and other features of proposed construction, as applicable. The Design Review Board may require the submission of such additional information as may be reasonably necessary to consider any application. The Design Review Board will provide a response within five (5) days of receipt. The Design Review Board will meet on a regular basis as determined by the Design Review Board.

In reviewing each submission, the Design Review Board will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

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Within five (5) days after receipt of a completed application and all required information, the Design Review Board shall respond in writing or email to the applicant at the address specified in the application. The response may: (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The Design Review Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Design Review Board fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the Design Review Board pursuant to this section. Any approval inconsistent with the Declaration or these Design Review and Development Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The Design Review Board shall notify Declarant, so long as Declarant owns any property described in Exhibits A or B to the Declaration and the Design Review Board in writing within three (3) business days after the Design Review Board has approved any application relating to proposed modifications unless Declarant or the Design Review Board, respectively, waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any of the Properties and the Design Review Board shall have ten (10) days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the Design Review Board and the applicant.

If construction does not commence on a new construction or modifications project for which plans have been approved within one hundred and twenty (120) days after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed modifications. "**Commencement**" shall begin on such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or modifications shall be completed within eighteen (18) months from the date the Design Review Board approves the application unless otherwise specified in the notice of approval or unless the Design Review Board grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner as well as being subject to Builder Assessments.

The Design Review Board, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of the home on such Owner's Lot without approval provided such alterations do not affect the aesthetics of the exterior of the home as they appear prior to the alteration. Modifications to the interior of screened porches, patios and similar portions of a home visible from outside the structure shall be subject to approval. This section shall not apply to the activities of Declarant or to activities of the Association during the Class B Control Period.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

3.1. Construction Drawings.

All proposed new construction or Modification requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application. Requests for the approval of plans for the construction of homes that are identical to one another shall only be for Lots separated one to the other so that they are not visible one to the other. Changes in the elevation will be considered by the Design Review Board as a solution to this issue.

Construction drawings include, but may not limited to:

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Site Plan. A site plan must be submitted with the application and will include, at a minimum, the following:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the 5improvements.

2. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans.

7. **Landscape Plan**. A landscape plan is not a requirement but is a valuable tool to help understand the development of each Lot and asre encouraged to be submitted with the house plans.

8. **Erosion control and Grading Plan**. All Lots will require an erosion control plan which can be represented on the site plan or the grading plan but must show all erosion control devices.

3.2. Changes After Approval of Final Construction Plans

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

3.3. Construction/Development Guidelines.

3.3.1. GENERAL.

These Construction and Development Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Scissortail. These Design Review and Development Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of duties while within Scissortail. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Scissortail's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

3.3.2. GUIDELINES.

1. **Site Activity/Appearance; Clearing.** All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. All materials stored on a Lot shall be kept in a neat condition to not detract from the appearance of the Properties and so as to give the visual impression from adjacent streets of a safe, clean and orderly work site. All building

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material deliveries shall be coordinated to minimize lengthy (in excess of two (2) weeks) on-site storage before use. All scrap materials and trash will be confined to a particular area on each Lot. Trash is to be placed in a wire mesh or solid container at the end of each day and is to be removed frequently enough to prevent overflow from the container, (this requirement will also apply to construction offices). Site clearing or construction on any property within Scissortail is not permitted without first submitting an application and obtaining final approval from the Design Review Board.

2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris which is to be emptied or removed when full. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted within Scissortail and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within twenty-four (24) hours of notice of such default. Trash receptacles must be kept in an area confined by chain link or similar fencing. Trash susceptible to blowing such as paper and other lightweight material will be contained in a caged configuration so to avoid being blown out of construction receptacles or dumpsters.

3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of portable toilets, so long as these guidelines are adhered to. In all respects, the Design Review Board will seek to lessen the aesthetic impact and total number of portable toilets in Scissortail during construction.

4. **Nuisances and Construction Hours**. No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted. All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. Construction activities shall occur only during the hours of **7 a.m. to 7 p.m.** Central Standard Time.

5. **No Pets.** Pets are not allowed on building sites. No Exceptions.

6. **Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the Design Review Board and the Owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the Design Review Board.

7. **Signs.** Builders shall not place any sign within the right-of-way of any street or road providing access to Scissortail without the Design Review Board's prior written approval. Builders may be allowed one sign on each Lot owned by the respective Builder, advertising the sale of such Lot. All signs shall be of a size designated by and design approved by the Design Review Board. Each builder agrees to use the approved marketing logo(s) on all marketing and advertising materials excluding sales signs.

8. **Deposit of Fill, Gravel or Debris/Concrete Washout Area.** All construction scrap materials, debris, dirt and other construction by-products must be removed promptly from the building site by covered truck. The Owner or the Design Review Board shall designate a clean-out area for concrete trucks and curb cut debris. Such area shall be the only location within the Properties in which washout may occur and curb cut debris may be stored. This area shall be cleaned every two weeks to maintain the appearance of the overall development.

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9. **Erosion Control.** Each Owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the Owner, including reimbursement of the Declarant and Association of any expenses they have incurred. In the event landscaping is delayed to meet optimal planting seasons, Owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a Design Review Board acknowledgement of compliance will depend on compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within twenty-four (24) hours of notice of such default.

10. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, fences, mailboxes, sidewalks and/or other improvements whether surface or subsurface will not be permitted to continue in a state of disrepair for more than fifteen (15) days . If any such damage occurs, it shall be repaired and/or restored promptly. On completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Design Review Board and repairing streets, driveways, pathways, fences, mailboxes, sidewalks, culverts, ditches, signs, lighting and fencing, etc.

11. **Schedule of Assessments for Violations of the Design Review and Development Guidelines for Scissortail.** The following is a Schedule of Assessments that will be enforced when a contractor or Owner violates the Governing Documents and/or these Design Review and Development Guidelines. The assessments are in addition to any actual costs incurred by the Association as a result of an Owner's non-compliance, which will be assessed to the Owner. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or Owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the Design Review Board due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the Design Review Board. The Schedule of Assessments may be amended by the Design Review Board to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 of the Design Review and Development Guidelines.

Schedule of Assessments

The Violation	Assessment
▪ First violation of guideline	Owner will receive notice of violation and have five (5) consecutive days to remedy violation, otherwise $100.00 fine.
▪ Second violation of guideline	$500.00

- Subsequent violations shall be assessed $50.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

4. **DESIGN STANDARDS**
PLEASE NOTE THAT DESIGN STANDARDS MAY VARY BY COMMUNITY. BE SURE TO DETERMINE THE APPLICABLE STANDARD FOR YOUR COMMUNITY.

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In addition to the design standards contained elsewhere in these Design Review and Development Guidelines, there are specific design review standards applicable to Lots within a particular Community. **"Design Review Board"** shall refer to the Design Review Board otherwise known as the Architectural Review Committee.

Fencing/Easement Areas. All fences must be Shadow box design with cap and trim, must be constructed of Cedar. At a minimum all street facing fence sections will be stained "Sable Brown" (using the product Wood Defender, Standard Paints, Inc.) and must be specifically approved by Design Review Board.

Gating of Lots. The gating of the driveway of any Lot must be approved by the Design Review Board and must otherwise comply with the Governing Documents.

Siting of Houses. All houses will be sited on Lots using GPS coordinates.

Play areas/Recreational Equipment. All play and recreational equipment or structures including, but not limited to, pools, swing sets, trampolines, batting cages and similar types of materials shall be installed such that it is not capable of being seen from any street unless such placement is not possible due ot the uniqueness of a particular lot.

Garages. All detached garages must be specifically approved by the Design Review Board.

Chimneys. In addition to certain Community specific requirements, there shall be no metal chimneys.

HVAC/Service Equipment/Pool Equipment. All service or support equipment installed to support a dwelling unit including heating and air conditioning systems, swimming pool equipment and electrical systems (including generators or solar panels) shall be installed such that they are fully screened or not visible from the street or an adjoining Lot.

Mailboxes. All mailboxes will be of the type as designated by the Design Review Board.

Landscape Escrow. Each Builder will insure that a Landscape Escrow is included in each custom home construction contract to insure minimum standards for planting and irrigation are met by the custom home owner or buyer. Furthermore, a Builder will not permit custom home owner or buyer to remove landscape and irrigation installation from the custom home construction contract prior to completion of the contract.

Community-Specific Design Standards

Scissortail Savanna Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than two-thousand eight hundred (2,800) square feet exclusive of basements (unless walkout), open porches and garages.. Front yard and side yard set backs must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories except where site characteristics provide for walk out basement construction..

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or other similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house will be approved in advance by the Design Review Board and will consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

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Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thrity (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS CAN BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete, stone or brick or combination thereof approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of one hundred and fifty (150) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Two (**2**) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first floor plate line, the Design Review Board can make exceptions for architectural elements that could include siding below the plate line under certain circumstances when requested in writing by the Owner at plan approval stage.

Scissortail Silhouette Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than three thousand two hundred (3,200) square feet exclusive of basements, open porches and garages; provided, however, upon application to the Design Review Board. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure (not pergolas or shade structures) may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard set backs must conform to City ordinances and the Development Standards set forth herein. Structures shall not have more than two-stories.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house will be approved in advance by the

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Design Review Board and will consist of only of cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thrity (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS CAN BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning\HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of two hundred (200) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first floor plate line, the Design Review Board can make exceptions for architectural elements that could include siding below the plate line under certain circumstances when requested by the owner at plan approval stage.

Scissortail Sequoia Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than four thousand (4,000) square feet exclusive of open porches and garages. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure of their own may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard set backs must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry

material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or any other architectural accents. Any siding used in the construction of a house will be approved in advance by the Design Review Board and will consist of only s cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a forty (40) year life in weathered wood, charcoal or black in color. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of two hundred fifty (250) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Additional General Design Standards

These additional general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to Design Review Board review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the Design Review Board. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot regardless of the Community. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive Design Review Board approval prior to undertaking new construction or a modification.

4.1. Address Numbers. All Lots shall contain address plaques attached to the Dwelling in such form as required by the Design Review Board. Address numbers shall also appear on each mailbox on each Lot if individual boxes are used. Address numbers shall not be painted on any curb.

4.2. Air Conditioners and Fans. See specific Community guidelines.

4.3. Awnings and Birdfeeders. Cloth awnings are not permitted. Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.

4.4. Chimneys. No metal chimneys or metal caps for chimneys shall be used.

4.5. Clotheslines. Clotheslines are prohibited.

4.6. Decks. Decks may be constructed in the back yard of a Lot with prior Design Review Board approval. Decks may be constructed of wood or composite materials or other materials similar to the materials used on the residence. Decks of wood must be painted or stained substantially similar to the residence. The Design Review Board may require the underside of the deck to be screened.

4.7. Dog Houses. Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than four feet (4') wide by four feet (4') long and five feet (5') tall at the peak of the roof. Color of the dog house must match the trim on the residence and shall be shingled substantially similar to that of the residence. Any dog house shall not be visible from any street, any adjacent Lot or Common Areas.

4.8. Dog Runs. Dog runs are not permitted.

4.9. Doors. Door colors and materials shall remain as originally installed, unless otherwise given prior Design Review Board approval.

4.10. Drainage. All drainage shall conform to City ordinance and the Scissortail development drainage plan.

4.11. Driveways and Sidewalks. The Declarant and Builders have installed standard concrete, stone or brick driveways and sidewalks. Any modification to these must receive prior Design Review Board approval and must meet City ordinance. No public sidewalk visible from any street, any Lot or the Common Areas shall be painted, stained or otherwise colored or decorated. No sidewalk or pad shall be constructed for the purpose of storing trash receptacles unless such sidewalk or pad is shielded from view from the street by approved fencing.

4.12. Fences. All fencing shall be consistent throughout the Properties, and shall be constructed of Cedar material in a Shadow Box Design with cap and trim and any street facing fencing will be stained Sable Brown as defined hereined by the Design Review Board. Any request for a different type fence other than wood privacy fencing must be approved by the Design Review Board prior to installation. No chain link or vinyl fencing is allowed within the Properties except during the construction phase and only then so as to confine the trash receptacle area.

4.13. Firewood Storage. Design Review Board approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity and does not constitute a nuisance or hazard or breach of the Governing Documents.

4.14. Flags and Flagpoles; Decorations. Flag poles are permitted provided they do not exceed twenty feet (20') in height and receive prior Design Review Board approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative affect on the aesthetic quality of the community. Flags that are obscene, abusive or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within a reasonable time after the end of such holiday or season not to exceed fifteen (15) days following the end of the holiday or season.

4.15. Garages and Garage Doors. Modifications to original garages and garage doors must receive prior Design Review Board approval. Carports are not allowed.

4.16. Flowers and Gardens. No Design Review Board approval required for flower gardens, however, vegetable gardens are not permitted on Lots.

4.17. Gazebos. Gazebos, pool houses and similar personal recreational structures must receive prior Design Review Board approval.

4.18. Irrigation Systems. Are required on all Lots.

4.19. Landscaping. See, Section 5 below.

4.20. Lights and Lighting. All exterior lighting shall not cause light to fall on adjoining lots or houses.

4.21. Mailboxes. Mailbox design will be designated by the Design Review Board.

4.22. Motion Detector & Security Lighting. Motion detectors and security lights are permitted with prior Design Review Board approval. Under no circumstance shall security lighting shall shine on any adjoining Lot.

4.23. Outbuildings. One (1) complimentary building other than the Dwelling may be approved by the Design Review Board. No garage or complimentary building on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Any complimentary building on a Lot must architecturally match the Dwelling, must be no more than one story, must be approved by Design Review Board and must comply with the Design Review and Development Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on the Properties as Declarant, in Declarant's sole discretion, determines to be necessary during the period of, and in connection with the sale of Lots, construction and sale of Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Design Review Board. Each outbuilding shall be properly permitted as required by City ordinance.

4.24. Outdoor Furniture & Cooking. Except with prior Design Review Board approval, all outdoor furniture shall be contained wholly within the back yard of a Lot. Barbecue grills or other types of outdoor cooking equipment shall be located within the rear yard. Furniture designed and sold for indoor use shall not be used, stored or displayed outside.

4.25. Painting. Prior Design Review Board approval is required for all painting, including, but not limited to, structures and garages, of a color other than originally installed by the Declarant or Builder.

4.26. Patios, Patio Covers, Porches, Arbors. All patios, porches and the like must receive prior Design Review Board approval.

4.27. Play and Sports Equipment. Free standing playhouses, tree houses and other play equipment such as trampolines are permitted, but must be located within the rear yard behind a shadow box fence so as to screen the view from any ajoining lot or street. Permanent basketball goals are permitted in the front yard only with Design Review Board approval and must be properly maintained. Any variation to these provisions will require Design Review Board approval. Temporary basketball goals are not permitted.

4.28. Pools. Small, temporary childrens-style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any Lot in the vicinity and are emptied when not in use. Above-ground pools are not permitted under any circumstance. In-ground pools are permitted with prior Design Review Board approval.

4.29. Retaining Walls. Retaining walls will be constructed of the same masonry materials as the house unless approved in advance by the Design Review Board.

4.30. Roofs. See specific Community design guidelines, above.

4.31. Satellite Dishes and Antennas. No exterior radio antenna, television antenna or other antenna, satellite dish or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view

(i) Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

4.32. Siding. Unless otherwise provided in Community-Specific Design Standards, any siding must receive prior Design Review Board approval.

4.33. Signs: Subject to the restriction that no sign shall be located within any Common Area and except as reserved by the Declarant, the following sign standards shall apply. No signs whatsoever (including, but not limited to, leasing, commercial, political and similar signs) shall be erected or maintained on any Lot that has not been previously approved by the Design Review Board, except that:

(i) Street signs and such other informational signs as may be required by law, a governmental authority, or the Association;

(ii) During the construction of any Residential Dwelling, building or other improvement, only one (1) job identification sign not larger than seventy two (72) inches in height and thirty six (36) inches in width and having a face area not larger than sixteen (16) square feet identifying the builder and realtor. No other subcontractors or vendorsare permitted to have advertising or signage in Scissortail.All Builder and Realtor signs will conform to the design designated by the Design Review Board.

(iii) Not more than one (1) political sign having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Properties may erect signs on Lots owned by Declarant to identify such lender. Builders may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder owns. In all other instances, the Design Review Board must approve all signs prior to placement within the Properties.

4.34. Skateboard Ramps. Not permitted.

4.35. Skylights. See specific Community design standards, above.

4.36. Solar Devices. All solar devices must receive prior Design Review Board approval.

4.37. Statues, Sculptures, Fountains, Ponds. Placement of any statue, sculpture, fountain, pond or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is prohibited by the Design Review Board . All elements of artistic expressions visible from other Lots or requiring any excavation must receive prior Design Review Board approval.

4.38. Storm/Security Doors. Storm and security doors are allowed with prior Design Review Board approval.

4.39. Temporary Structures. Temporary structures suitable for a wedding, birthday party and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within twenty-four (24) hours of the conclusion of the occasion. This design standard shall not limit Association activities.

4.40. Trash and Garbage Receptacles. Trash and other receptacles shall be absent from view from any street, any Lot and Common Areas on all days other than designated trash and/or recycling pick up days.

4.41. Tree Houses. Tree houses constructed in or on vegetation are not permitted.

4.42. Underground Installations. Unless otherwise approved by the Design Review Board, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment. The Association shall have the right to enter on Lots to plant, install, maintain and replace such plants, shrubbery and screening devices without liability to the Owner or otherwise.

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4.43. Variety in Design. Dwellings with the same floor plan and same elevation must have a minimum of three (3) Lots between such Dwellings when built on the same side of a street. Such Dwellings shall not be constructed on corresponding corner Lots. A minimum of two (2) Dwellings must be built between dwellings with the same style and color of brick.

4.44. Walls. All walls of any nature, for example but not limitation retaining walls, landscaping walls and decorative walls, must receive prior Design Review Board approval.

4.45. Wells. Wells of any kind are not permitted except as provided by Declarant for irrigation and water level maintenance of ponds.

5. Landscaping Standards

5.1. Overview.

The Design Review Board retains oversight of landscaping improvements to Lots to make assurance that the Scissortail community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within thirty (30) days of the date the Dwelling is substantially competed, whichever is later. NOTWITHSTANDING SPECIFIC TREE PLANTING REQUIREMEMTS, Lots with numerous naturally occurring trees can request a waiver of the requirement to plant additional trees from the Design Review Board.

5.2. Concepts.

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements and surrounding vegetation.

2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

5.3. Objectives.

All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

1. Beautify.

1.1. Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.

1.2. Soften the impact of corners and broad wall areas with vertical and spreading foliage.

1.3. To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.

2. Screen. Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.

3. Restoration. Restoration of a site due to construction.

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4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with Scissortail's master drainage plan.

5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.

6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

7. **View**. Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

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Exhibit A to SCISSORTAIL Design Review Guidelines

APPLICATION FOR DESIGN REVIEW FOR SCISSORTAIL

Pursuant to the Governing Documents, any Owner desiring to make any modification to a Lot must make an application to the Design Review Board prior to commencement of work. By completing this Application and making the appropriate submittals, you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to modifications and the authority and discretion afforded the Design Review Board, all such provisions within the Governing Documents being incorporated herein by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) _____

Property address: _____ Lot #: _____

Phone : _____ Email: _____

Community: _____

This is a Re-application: ☐ YES ☐ NO

1. **Modification Area**. Approval is requested for the following modifications as described below and on the submittal pages. The general type of modification requested is indicated below. If applicable, appropriate submittal pages are indicated and attached to this Application. _____
_____
_____
_____

2. **Submittal Pages**. All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review and Development Guidelines. Failure to include the submittal pages will result in a returned Application.

   Commencement date: _____ Time for completion: _____

_____ _____
Owner's Signature(s)

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____
_____
_____

_____ _____
Date Authorized Design Review Board Representative

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☐ Landscaping.
- Savanna
  - ☐ 150 Sq Ft landscape bedding in front yard
  - ☐ 2 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding
- Silhouette
  - ☐ 200 Sq Ft landscape bedding in front yard
  - ☐ 3 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding
- Sequoia
  - ☐ 250 Sq Ft landscape bedding in front yard
  - ☐ 3 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding

We, the Owner(s) and the Builder have completed our own inspection of the above referenced items.

Commencement date: _____ Time for completion: _____

_____ _____
Owner/Buyer's Signature(s)

_____
Builder's Signature

DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____

_____

_____

_____ _____
Date Authorized Design Review Board Representative

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Exhibit B to SCISSORTAIL Design Review Guidelines

APPLICATION FOR APPROVAL OF FINAL INSPECTION PRIOR TO SALE/CONSTUCTION COMPLETION

Pursuant to the Governing Documents, any Owner desiring to sell a Lot with a completed house must comply with all covenants and design standards. By completing this Inspection and making the appropriate submittals, you successfully complete the requirements for sale.

Name of Owner(s)/Buyer(s): _____

Name of Builder: _____

Lot Number: _____

Property address: _____

Owner/Buyers phone: _____ Owner/Buyers phone: _____

Owner/Buyer's email: _____ Owner/Buyer's email: _____

Builder Must Check Each Section:

Exterior Area. Approval is requested for requirements for the exterior of the home.

- ☐ Compliant Exterior Materials.
- ☐ Outbuilding Compliant to Architecturally Match Main Dwelling
- ☐ Address Numbers Cast into Masonry on House and numbers on Mailbox
- ☐ Drainage
  - ☐ Have NOT Modified Existing Drainage on the Lot
  - ☐ Drainage Modification Occurred (Provide written or pictorial explanation of change and/or remedy)

    _____

    _____

    _____
- ☐ Fencing.
  - ☐ Shadowbox Cap and Trim
  - ☐ Constructed of CEDAR
  - ☐ Constructed of Other Materials Approved by DRB (attach approval)
  - ☐ Stained Sable Brown (for street facing sections)
- ☐ Fully Screened.
  - ☐ HVAC
  - ☐ Pool Equipment
  - ☐ Any Additional Service Equipment

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Exhibit C to SCISSORTAIL Design Review Guidelines

APPLICATION FOR CONSTRUCTION PLANS APPROVAL

Lot Number: _____

Builder/Owner: _____

Commencement Date: _____

Square Footage (Conditioned Space): _____

Square Footage of Outdoor Living Space: _____
(Applies to Silhouette and Sequoia Neighborhoods and only necessary if applicant is asking for consideration to meet the Building Size Requirements as set forth in the Covenants)

All proposed new construction or modification in the Scissortail Subdivision requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application.

Construction drawings include, but may not limited to:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements. The Site Plan will also show the downspout tight lined drainage plan.

2. **Drainage, Erosion Control and Grading Plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required. The Drainage, Erosion and Grading Plan will also show the downspout tight lined drainage plan. The plan will also show the erosion controls.

3. **Floor Plan.** A floor plan must be submitted that details square footage per level and total and showing the entry steps and the finished floor elevation.

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4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans. Any requests for waivers of specific requirements should be specified.

7. **Landscape Plan**. A landscape plan is not a requirement at plan approval but is a valuable tool to help understand the development of each lot and are encouraged to be submitted with the house plans or prior to installation of the landscape materials.

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

Reviewed and Approved this ____ day of _____, 20___.

_____
Design Review Board

Benton County, AR
I certify this instrument was filed on
04/27/2017 8:01:19AM
and recorded in DEED Book
2017 at pages 23858 - 23942
Brenda DeShields-Circuit Clerk

L202028926
BENTON CO. AR FEE $165.00
PRESENTED & E-RECORDED
05/21/2020 01:33:52 PM
BRENDA DESHIELDS
Circuit Clerk & Recorder

This Instrument Prepared By:
John Alan Lewis
J. Alan Lewis, PLLC
207 SE A Street
Bentonville, AR 72712

First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas

Pursuant to Section 17.1 of the Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas dated April 24, 2017 and filed of record with the Benton County, Arkansas Circuit Clerk on April 27, 2017 in Book 2017, Page 23858, et al (the "***Declaration***"), the undersigned signatory, Declarant under the Declaration, states as follows:

1. The Class B Control Period remains in effect and Declarant, pursuant to Section 17.1 of the Declaration, continues to have the right to amend the Declaration.

2. Section 2.7 of the Declaration is amended in its entirety and the following language inserted in lieu thereof:

*2.7 "**Builder**" or "**Approved Builder**" means a general contractor licensed in the State of Arkansas who or which specializes in single family construction and who or which is currently approved by the Declarant so as to construct residential dwellings in the Subdivision and make other improvements to a Lot. At the election of the Declarant, if a Builder acquires title to a Lot in its own name (or the name of an affiliate), the Lot may be declared exempt from Base Assessments for a period of twelve months from the date the Builder takes title to the Lot.*

3. Section 4.1 of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

4.1 General.

The Design Review Board has exclusive architectural and design review approval over all contemplated construction in the Scissortail Subdivision. Each Owner must first obtain the prior written approval of the Design Review Board as to design and the Builder the Owner wants to use to make an improvement to a Lot before beginning work of the kind on a Lot. The Design Review Board may, from time to time, delegate in writing some of its power or responsibilities, with respect to design review to the Association. Unless and until such time as the Design Review Board delegates in writing all or a portion of its reserved rights to the Association, the Association has no jurisdiction over design matters or the approval of a Builder; provided, however, any matters delegated or assigned in writing to the Association may be withdrawn at any time by the Design Review Board or restricted in any way or manner the Design Review Board deems appropriate. To assist with an Owner's navigation of the design review process and standards, the Design Review Board

adopts the Design Review and Development Guidelines as initially set out in Exhibit F, which may be amended from time to time as provided in Section 1.3 to the Design Review and Development Guidelines. Until the Declarant delivers written notice to the Association, the Declarant shall act as the Design Review Board. The Declarant's authority to act as the Design Review Board shall continue until the earlier of: (a) the termination of the Class B Control Period; or (b) the Declarant by Recorded document assigns oversight of the Design Review Board to the Association. Only Approved Builders, as defined in the First Amendment to Declaration of Covenants, shall be used to construct a residential dwelling on a Lot or any modification or enhancement to a residential dwelling located on a Lot.

4. Exhibit E of the Declaration is amended in its entirety and the following inserted in lieu thereof:

Exhibit E

Calculation of Lot Assessments

*Each time a Lot transfers to a new Owner from a Builder or Approved Builder (a new sale), the Association shall assess against that Lot a Lot Capital Fee (the "**Lot Capital Fee**") of $500.00 to be paid directly to the Declarant. Each payment of the Lot Capital Fee to the Declarant is repayment for certain capital expenses made by the Declarant for the benefit of the Subdivision and the Association.*

*Each time a Lot transfers to a new Owner (a new sale or re-sale), the Association shall assess against that Lot a Transfer Fee (the "**Lot Transfer Fee**") of $150.*

*In addition to the Lot Transfer Fee and the Lot Capital Fee, the Board shall each year establish a regular, annual assessment for that year for all Lots in the Subdivision (the "**Annual Assessment**"). The Annual Assessment will be billed to each Owner and must be be paid no later than 60 days from the date of the billing. Thereafter, all unpaid Annual Assessment amounts shall be deemed delinquent and subject to the Board filing a lien against the Lot. Despite the preceding sentences, the Declarant shall not be liable for Annual Assessments to a Lot so long as Declarant (or any affiliate of Declarant) holds title to the Lot.]*

5. Exhibit F is amended in its entirety as set forth in Schedule 4.1 attached.

[SIGNATURE PAGE FOLLOWS]

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas is entered into and deemed effective as of the date set forth below.

DECLARANT:

SCISSORTAIL PARTNERS, LLC,
an Arkansas limited liability company

By: _____
Robert David, Manager of Moraine Properties, LLC, Manager of Scissortail Partners, LLC

Date: May 21, 2020

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF Benton)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, **ROBERT DAVID**, to me personally well known, who stated that he was the Manager of Moraine Properties, LLC, manager of **SCISSORTAIL PARTNERS, LLC,** an Arkansas limited liability company, and stated and acknowledged that he had executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 21st day of May, 2020.

Ashley M. Robertson
Notary Public

My Commission Expires:
9/19/2023

ASHLEY M. ROBERTSON NOTARY PUBLIC ARKANSAS BENTON COUNTY 12395880 EXPIRES 9-19-2023

SCHEDULE 4.1
(To First Amendment to Declaration)

AMENDED AND RESTATED DESIGN REVIEW AND DEVELOPMENT GUIDELINES FOR SCISSORTAIL

Pursuant to the authority granted the Design Review Board in Section 1.3, Exhibit F of the Declaration, the Design Review Board amends and restates the Design Review and Development Guidelines for Scissortail in their entirety as set forth below:

RECITALS:

A. Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Benton Circuit Clerk on April 27, 2017, 2017 in Book 2017, page 23858, as amended (the "***Declaration***"), unless the context in these Amended and Restated Guidelines indicates otherwise.

B. These Amended and Restated Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these Amended and Restated Guidelines does not assure approval of any particular designs. The Declarant or Design Review Board, as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these Amended and Restated Guidelines.

C. So as to maintain continued conformity with the Declaration and assure that first-class construction methods are continued in the Subdivision as well as to protect the Developer's significant investment in the infrastructure in the Subdivision, the Design Review Board has determined that it is in the best interests of all parties to only allow approved residential builders in the Subdivision that that have the requisite expertise and financial capability to complete in a timely manner projects they begin. The Design Review Board shall maintain a list of approved residential builders (the "***Approved Builders***", "***Builders***", "***Approved Builder***", or "***Approved Builder***" as the context requires). Approved Builders are the only persons permitted to build dwellings or make other improvements or modifications to a Lot in the Subdivision. The Design Review Board will only consider applications from Owners that designate an Approved Builder as the general contractor for the contemplated project.

D. These Amended and Restated Guidelines are a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any designs shall be based on aesthetic considerations only. Declarant, the Association or the Design Review Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, for failure to give

any Builder or Owner notice of any easement or right of way of record, or for ensuring that every structure is of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to other owners of property in Scissortail. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use and hereby disclaims any liability in connection with the use of this information.

1. INTRODUCTION

1.1. Purpose.

Scissortail is a planned community comprising real property in Benton County, Arkansas. The purpose of the Scissortail development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review and Development Guidelines and Design Review Board is to meet the overall Scissortail purpose by assisting in the building design process. As a general rule, the Design Review and Development Guidelines and Design Review Board will not dictate any particular architectural style or hinder personal design preferences. The Design Review and Development Guidelines and Design Review Board will strive to maintain an aesthetic flow between each of the Communities. Traditional design details may be incorporated in the Design Review and Development Guidelines, but any styles that tend to disrupt aesthetic harmony will be discouraged.

1.2. Scope.

The Design Review and Development Guidelines and Design Review Board's oversight apply to all modifications as defined within the Governing Documents. Modifications include new construction and the alteration of or additions to existing construction. "**Owner**" shall include any entity or person retained or employed by an Owner. "**Approved Builder**" means one of the residential building contractors on a list of approved builders maintained by the Design Review Board.

1.3. Amendments.

The Design Review Board may amend, cancel, add to, modify or otherwise change these Amended and Restated Guidelines from time to time as necessary in the Design Review Board's sole discretion. The Design Review Board shall send notice of any changes by mail to all Owners at least five (5) business days prior to implementation of any new design guideline. Such mailing or failure thereof, shall not relieve an Owner of such Owner's obligation to determine applicable design guidelines prior to making any new construction or modification.

1.4. Compliance with Local Law and Covenants.

The Design Review Board is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law or environmental agency compliance.

Notwithstanding the foregoing, prior to sale by the original Owner (Builder) of any Lot or completed house thereon, a final inspection must be conducted by the Design Review Board to ensure full compliance with all covenants and design standards. No letter will be provided by the Declarant, Design Review Board or Property Owners Association without

the final inspection being complete and a copy of Exhibit B attached hereto signed by all parties.

1.5. Limitation of Liability.

The Design Review Board is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The Design Review Board shall bear no liability and is not responsible for workmanship, safety or quality of new construction or modification based on its review and decision of an application.

2. DESIGN REVIEW PROCEDURES

2.1. Applicability.

These Amended and Restated Guidelines apply to all new construction, remodeling and modifications within Scissortail. Other examples include by illustration only mail boxes, fences, antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding and playground and outdoor recreational equipment of any type.

2.2. Design Review Board.

Oversight of the Design Review and Development Guidelines is vested in the Design Review Board. The Design Review Board shall initially consist of one Builder and at least two persons appointed by the Declarant but at no time more than five (5) persons. Members of the Design Review Board may include Builders, architects or similar professionals who are not Owners.

The Design Review Board may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and modifications shall take place in strict compliance with the Declaration, these Amended and Restated Guidelines and the application and review procedures promulgated by the Design Review Board.

2.3. Review Fees.

The Design Review Board may not establish a review fee schedule applicable to the oversight of administering the Design Review and Development Guidelines.

2.4. Review Standards.

As provided in the Governing Documents, the Design Review Board shall approve any new construction or modification only if the Design Review Board deems, in its discretion, that new construction and modifications conform to and harmonize with the existing surroundings, residences, landscaping and structures and meets the requirements for such new construction and modifications found in the Governing Documents, these Amended and Restated Guidelines and procedures promulgated by the Design Review Board. A structure destroyed (partially or totally) by fire or other casualty or peril shall be considered as new construction.

The Design Review Board evaluates all submissions on the merits of the application. Besides evaluation of the particular design which shall include consideration of the characteristics of the housing type and the particular site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Amended and Restated Guidelines.

Compliance with the Governing Documents. All applications are reviewed to confirm that the proposed new construction or modification is in conformance with the Governing Documents.

Relation to the Natural Environment. All applications are reviewed to confirm that the proposed new construction or modification represents a positive or neutral effect on the surrounding natural environment.

Validity of Concept. All applications are reviewed to confirm that the proposed new construction or modification is sound in concept and appropriate to its surroundings.

Design Compatibility. All applications are reviewed to confirm that the proposed new construction or modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details. Identical elevations cannot be used where the structures are visible one to the other.

Location and Impact on Neighbors. All applications are reviewed to confirm that the proposed new construction or modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight and ventilation.

Scale. All applications are reviewed to confirm that the proposed new construction or modification relates well to the size, in three (3) dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

Color. All applications are reviewed to confirm that the proposed new construction or modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity. Pastel colors or bright colors will only be permitted by special request if at all.

Materials. All applications are reviewed to confirm that the proposed new construction or modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

Workmanship. All applications are reviewed to confirm that the proposed new construction or modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

Timing. All applications are reviewed to confirm that the proposed new construction or modification will be completed in a timely manner, whether an Owner performs such work or contracts the work to be done. All construction activity associated with any Lot for which an application has been approved by the Design Review Board shall be substantially complete (as

determined by the Declarant or the Design Review Board) within eighteen months from the date the application was initially approved and all landscaping fully installed within thirty (30) days from the date the dwelling unit is completed. The failure to satisfy this time requirement shall subject the Owner or the Builder to Builder Assessments.

Approved Builder. All applications must include the full name of the Approved Builder the Owner intends to use for the proposed construction or modification.

2.5. Review Process for New Construction and Modifications.

Prior to making application to the Design Review Board, Owners are encouraged to meet with a representative of the Design Review Board to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review and Development Guidelines and applicable forms. Prior to commencing any new construction, a Builder shall submit to the Design Review Board fully completed application forms for approval. The acceptable application forms appear as Exhibits A, B, and C to these Amended and Restated Guidelines. Such application shall include Plans showing floor plans with square footages, site layout, exterior elevations, exterior materials and colors, drainage structures if any and other features of proposed construction, as applicable. The Design Review Board may require the submission of such additional information as may be reasonably necessary to consider any application. The Design Review Board will provide a response within five (5) days of receipt. The Design Review Board will meet on a regular basis as determined by the Design Review Board.

In reviewing each submission, the Design Review Board will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Within five (5) days after receipt of a completed application and all required information, the Design Review Board shall respond in writing or email to the applicant at the address specified in the application. The response may: (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The Design Review Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Design Review Board fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the Design Review Board pursuant to this section. Any approval inconsistent with the Declaration or these Amended and Restated Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The Design Review Board shall notify Declarant, so long as Declarant owns any property described in Exhibits A or B to the Declaration and the Design Review Board in writing within three (3) business days after the Design Review Board has approved any application relating to proposed modifications unless Declarant or the Design Review Board, respectively, waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application

and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any of the Properties and the Design Review Board shall have ten (10) days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the Design Review Board and the applicant.

If construction does not commence on a new construction or modifications project for which plans have been approved within one hundred and twenty (120) days after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed modifications. "***Commencement***" shall begin on such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or modifications shall be completed within eighteen (18) months from the date the Design Review Board approves the application unless otherwise specified in the notice of approval or unless the Design Review Board grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner as well as being subject to Builder Assessments.

The Design Review Board, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of the home on such Owner's Lot without approval provided such alterations do not affect the aesthetics of the exterior of the home as they appear prior to the alteration. Modifications to the interior of screened porches, patios and similar portions of a home visible from outside the structure shall be subject to approval. This section shall not apply to the activities of Declarant or to activities of the Association during the Class B Control Period.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

3.1. Construction Drawings.

All proposed new construction or Modification requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application. Requests for the approval of plans for the construction of homes that are identical to one another shall only be for Lots separated one to the other so that they are not visible one to the other. Changes in the elevation will be considered by the Design Review Board as a solution to this issue.

Construction drawings include, but are not limited to:

Site Plan. A site plan must be submitted with the application and will include, at a minimum, the following:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements.

2. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans.

7. **Landscape Plan**. A landscape plan is not a requirement but is a valuable tool to help understand the development of each Lot and is encouraged to be submitted with the house plans.

8. **Erosion control and Grading Plan**. All Lots will require an erosion control plan which can be represented on the site plan or the grading plan but must show all erosion control devices.

3.2. Changes After Approval of Final Construction Plans

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

3.3. Construction/Development Guidelines.

3.3.1. GENERAL.

These Construction and Development Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Scissortail. These Amended and Restated Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of

duties while within Scissortail. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Scissortail's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

3.3.2. GUIDELINES.

1. **Site Activity/Appearance; Clearing.** All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. All materials stored on a Lot shall be kept in a neat condition to not detract from the appearance of the Properties and so as to give the visual impression from adjacent streets of a safe, clean and orderly work site. All building material deliveries shall be coordinated to minimize lengthy (in excess of two (2) weeks) on-site storage before use. All scrap materials and trash will be confined to a particular area on each Lot. Trash is to be placed in a wire mesh or solid container at the end of each day and is to be removed frequently enough to prevent overflow from the container, (this requirement will also apply to construction offices). Site clearing or construction on any property within Scissortail is not permitted without first submitting an application and obtaining final approval from the Design Review Board.

2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris which is to be emptied or removed when full. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted within Scissortail and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within twenty-four (24) hours of notice of such default. Trash receptacles must be kept in an area confined by chain link or similar fencing. Trash susceptible to blowing such as paper and other lightweight material will be contained in a caged configuration so to avoid being blown out of construction receptacles or dumpsters.

3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of portable toilets, so long as these guidelines are adhered to. In all respects, the Design Review Board will seek to lessen the aesthetic impact and total number of portable toilets in Scissortail during construction.

4. **Nuisances and Construction Hours**. No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted. All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. Construction activities shall occur only during the hours of **7 a.m. to 7 p.m.** Central Standard Time.

5. **No Pets.** Pets are not allowed on building sites. No Exceptions.

6. **Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the Design Review Board and the Owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the Design Review Board.

7. **Signs.** Builders shall not place any sign within the right-of-way of any street or road providing access to Scissortail without the Design Review Board's prior written approval. Builders may be allowed one sign on each Lot owned by the respective Builder, advertising the sale of such Lot. All signs shall be of a size designated by and design approved by the Design Review Board. Builder agrees to use the approved marketing logo(s) on all marketing and advertising materials excluding sales signs.

8. **Deposit of Fill, Gravel or Debris/Concrete Washout Area.** All construction scrap materials, debris, dirt and other construction by-products must be removed promptly from the building site by covered truck. The Owner or the Design Review Board shall designate a clean-out area for concrete trucks and curb cut debris. Such area shall be the only location within the Properties in which washout may occur and curb cut debris may be stored. This area shall be cleaned every two weeks to maintain the appearance of the overall development.

9. **Erosion Control.** Each Owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the Owner, including reimbursement of the Declarant and Association of any expenses they have incurred. In the event landscaping is delayed to meet optimal planting seasons, Owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a Design Review Board acknowledgement of compliance will depend on compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within twenty-four (24) hours of notice of such default.

10. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, fences, mailboxes, sidewalks and/or other improvements whether surface or subsurface will not be permitted to continue in a state of disrepair for more than fifteen (15) days. If any such damage occurs, it shall be repaired and/or restored promptly. On completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Design Review Board and repairing streets, driveways, pathways, fences, mailboxes, sidewalks, culverts, ditches, signs, lighting and fencing, etc.

11. **Schedule of Assessments for Violations of the Design Review and Development Guidelines for Scissortail.** The following is a Schedule of Assessments that will be enforced when a contractor, Approved Builder, or Owner violates the Governing Documents and/or these Amended and Restated Guidelines. The assessments are in addition to any actual costs incurred by the Association as a result of an Owner's non-compliance, which will be assessed to the Owner. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or Owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the Design Review Board due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the Design Review Board. The Schedule of Assessments may be amended by the Design Review Board to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 of the Design Review and Development Guidelines.

Schedule of Assessments

The Violation	Assessment
▪ First violation of guideline	Owner will receive notice of violation and have five (5) consecutive days to remedy violation, otherwise $100.00 fine.
▪ Second violation of guideline	$500.00

- Subsequent violations shall be assessed $50.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

4. **DESIGN STANDARDS**
PLEASE NOTE THAT DESIGN STANDARDS MAY VARY BY COMMUNITY. BE SURE TO DETERMINE THE APPLICABLE STANDARD FOR YOUR COMMUNITY.

In addition to the design standards contained elsewhere in these Amended and Restated Guidelines, there are specific design review standards applicable to Lots within a particular Community. "**Design Review Board**" shall refer to the Design Review Board otherwise known as the Architectural Review Committee.

Fencing/Easement Areas. All fences must be Shadow box design with cap and trim, must be constructed of Cedar. At a minimum all street facing fence sections will be stained "Sable Brown" (using the product Wood Defender, Standard Paints, Inc.) and must be specifically approved by Design Review Board.

Gating of Lots. The gating of the driveway of any Lot must be approved by the Design Review Board and must otherwise comply with the Governing Documents.

Siting of Houses. All houses will be sited on Lots using GPS coordinates.

Play areas/Recreational Equipment. All play and recreational equipment or structures including, but not limited to, pools, swing sets, trampolines, batting cages and similar types of materials shall be installed such that they are not capable of being seen from any street unless such placement is not possible due to the uniqueness of a particular lot.

Garages. All detached garages must be specifically approved by the Design Review Board.

Chimneys. In addition to certain Community specific requirements, there shall be no metal chimneys.

HVAC/Service Equipment/Pool Equipment. All service or support equipment installed to support a dwelling unit including heating and air conditioning systems, swimming pool equipment and electrical systems (including generators or solar panels) shall be installed such that they are fully screened or not visible from the street or an adjoining Lot.

Mailboxes. All mailboxes will be of the type as designated by the Design Review Board.

Landscape Escrow. Each Builder will ensure that a Landscape Escrow is included in each custom home construction contract to ensure minimum standards for planting and irrigation are met by the custom home owner or buyer. Furthermore, a Builder will not permit custom home owner or buyer to remove landscape and irrigation installation from the custom home construction contract prior to completion of the contract.

Community-Specific Design Standards

Scissortail Savanna Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than two-thousand eight hundred (2,800) square feet exclusive of basements (unless walkout), open porches and garages. Front yard and side yard setbacks must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories except where site characteristics provide for walk out basement construction.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first-floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or other similar masonry material. This restriction shall not apply to the eaves,

dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thirty (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS MAY BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete, stone or brick or combination thereof approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. All Lots shall have a minimum of one hundred and fifty (150) square feet of landscaping bed in the front yard. Each Owner shall cause his\her\its Builder to install a minimum of Two (2) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior advance approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first-floor plate line, the Design Review Board can make exceptions for architectural elements that may include siding below the plate line under certain circumstances when requested in writing by the Owner at plan approval stage.

Scissortail Silhouette Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than three thousand two hundred (3,200) square feet exclusive of basements, open porches and garages; provided, however, upon application to the Design Review Board. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure (not pergolas or shade structures) may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard setbacks must conform to City ordinances and the Development Standards set forth herein. Structures shall not have more than two-stories.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only of cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural asphalt shingles with no less than a thirty (30) year life in weathered wood, charcoal or black. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning\HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, all trees planted on the Lot must be a 3" caliper or larger Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior advance approval of the Design Review Board. All Lots shall have a minimum of Two hundred (200) square feet of landscaping in the front yard. In addition. Each Owner shall cause his\hers\its Builder to install a minimum of three (3) approved trees, measuring at least 3" in caliper, and placed in front of the dwelling of all Lots upon completion. All Lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first-floor plate line, the Design Review Board can make exceptions for architectural elements that may include siding below the plate line under certain circumstances when requested by the owner at plan approval stage.

Scissortail Sequoia Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than four thousand (4,000) square feet exclusive of open porches and garages. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure of their own may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard setbacks must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first-floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or any other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a forty (40) year life in weathered wood, charcoal or black in color. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. All Lots shall have a minimum of Two hundred and fifty (250) square feet of landscaping bed in the front yard. Each Owner shall cause his\hers\its Builder to install Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All Lots will be sodded and fully irrigated with automatic irrigation system.

Additional General Design Standards

These additional general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to Design Review Board review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the Design Review Board. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot regardless of the Community. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive Design Review Board approval prior to undertaking new construction or a modification.

4.1. **Address Numbers**. All Lots shall contain address plaques attached to the Dwelling in such form as required by the Design Review Board. Address numbers shall also appear on each mailbox on each Lot if individual boxes are used. Address numbers shall not be painted on any curb.

4.2. Air Conditioners and Fans. See specific Community guidelines.

4.3. Awnings and Birdfeeders. Cloth awnings are not permitted. Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.

4.4. Chimneys. No metal chimneys or metal caps for chimneys shall be used.

4.5. Clotheslines. Clotheslines are prohibited.

4.6. Decks. Decks may be constructed in the back yard of a Lot with prior Design Review Board approval. Decks may be constructed of wood or composite materials or other materials similar to the materials used on the residence. Decks of wood must be painted or stained substantially similar to the residence. The Design Review Board may require the underside of the deck to be screened.

4.7. Dog Houses. Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than four feet (4') wide by four feet (4') long and five feet (5') tall at the peak of the roof. Color of the dog house must match the trim on the residence and shall be shingled substantially similar to that of the residence. Any dog house shall not be visible from any street, any adjacent Lot or Common Areas.

4.8. Dog Runs. Dog runs are not permitted.

4.9. Doors. Door colors and materials shall remain as originally installed, unless otherwise given prior Design Review Board approval.

4.10. Drainage. All drainage shall conform to City ordinance and the Scissortail development drainage plan.

4.11. Driveways and Sidewalks. The Declarant and Builders have installed standard concrete, stone or brick driveways and sidewalks. Any modification to these must receive prior Design Review Board approval and must meet City ordinance. No public sidewalk visible from any street, any Lot or the Common Areas shall be painted, stained or otherwise colored or decorated. No sidewalk or pad shall be constructed for the purpose of storing trash receptacles unless such sidewalk or pad is shielded from view from the street by approved fencing.

4.12. Fences. All fencing shall be consistent throughout the Properties, and shall be constructed of Cedar material in a Shadow Box Design with cap and trim and any street facing fencing will be stained Sable Brown as defined by the Design Review Board. Any request for a different type fence other than wood privacy fencing must be approved by the Design Review Board prior to installation. No chain link or vinyl fencing is allowed

within the Properties except during the construction phase and only then so as to confine the trash receptacle area.

4.13. **Firewood Storage**. Design Review Board approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity and does not constitute a nuisance or hazard or breach of the Governing Documents.

4.14. **Flags and Flagpoles; Decorations**. Flag poles are permitted provided they do not exceed twenty feet (20') in height and receive prior Design Review Board approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative effect on the aesthetic quality of the community. Flags that are obscene, abusive or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within a reasonable time after the end of such holiday or season not to exceed fifteen (15) days following the end of the holiday or season.

4.15. **Garages and Garage Doors**. Modifications to original garages and garage doors must receive prior Design Review Board approval. Carports are not allowed.

4.16. **Flowers and Gardens**. No Design Review Board approval required for flower gardens; however, vegetable gardens are not permitted on Lots.

4.17. **Gazebos**. Gazebos, pool houses and similar personal recreational structures must receive prior Design Review Board approval.

4.18. **Irrigation Systems**. Are required on all Lots.

4.19. **Landscaping**. See, Section 5 below.

4.20. **Lights and Lighting**. All exterior lighting shall not cause light to fall on adjoining lots or houses.

4.21. **Mailboxes**. Mailbox design will be designated by the Design Review Board.

4.22. **Motion Detector & Security Lighting**. Motion detectors and security lights are permitted with prior Design Review Board approval. Under no circumstance shall security lighting shall shine on any adjoining Lot.

4.23. **Outbuildings**. One (1) complimentary building other than the Dwelling may be approved by the Design Review Board. No garage or complimentary building on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Any complimentary building on a Lot must architecturally match the Dwelling, must be no more than one story, must be approved by Design Review Board and must comply with the Design Review and Development Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on the Properties as

Declarant, in Declarant's sole discretion, determines to be necessary during the period of, and in connection with the sale of Lots, construction and sale of Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Design Review Board. Each outbuilding shall be properly permitted as required by City ordinance.

4.24. **Outdoor Furniture & Cooking**. Except with prior Design Review Board approval, all outdoor furniture shall be contained wholly within the back yard of a Lot. Barbecue grills or other types of outdoor cooking equipment shall be located within the rear yard. Furniture designed and sold for indoor use shall not be used, stored or displayed outside.

4.25. **Painting**. Prior Design Review Board approval is required for all painting, including, but not limited to, structures and garages, of a color other than originally installed by the Declarant or Builder.

4.26. **Patios, Patio Covers, Porches, Arbors**. All patios, porches and the like must receive prior Design Review Board approval.

4.27. **Play and Sports Equipment**. Free standing playhouses, tree houses and other play equipment such as trampolines are permitted, but must be located within the rear yard behind a shadow box fence so as to screen the view from any adjoining lot or street. Permanent basketball goals are permitted in the front yard only with Design Review Board approval and must be properly maintained. Any variation to these provisions will require Design Review Board approval. Temporary basketball goals are not permitted.

4.28. **Pools**. Small, temporary childrens-style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any Lot in the vicinity and are emptied when not in use. Above-ground pools are not permitted under any circumstance. In-ground pools are permitted with prior Design Review Board approval.

4.29. **Retaining Walls**. Retaining walls will be constructed of the same masonry materials as the house unless approved in advance by the Design Review Board.

4.30. **Roofs**. See specific Community design guidelines, above.

4.31. **Satellite Dishes and Antennas**. No exterior radio antenna, television antenna or other antenna, satellite dish or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view

(i) Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

4.32. **Siding**. Unless otherwise provided in Community-Specific Design Standards, any siding must receive prior Design Review Board approval.

4.33. **Signs**: Subject to the restriction that no sign shall be located within any Common Area and except as reserved by the Declarant, the following sign standards shall apply. No signs whatsoever (including, but not limited to, leasing, commercial, political and similar signs) shall be erected or maintained on any Lot that has not been previously approved by the Design Review Board, except that:

(i) Street signs and such other informational signs as may be required by law, a governmental authority, or the Association;

(ii) During the construction of any Residential Dwelling, building or other improvement, only one (1) job identification sign not larger than seventy-two (72) inches in height and thirty-six (36) inches in width and having a face area not larger than sixteen (16) square feet identifying the builder and realtor. No other subcontractors or vendors are permitted to have advertising or signage in Scissortail. All Builder and Realtor signs will conform to the design designated by the Design Review Board.

(iii) Not more than one (1) political sign having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Properties may erect signs on Lots owned by Declarant to identify such lender. Builders may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder owns. In all other instances, the Design Review Board must approve all signs prior to placement within the Properties.

4.34. **Skateboard Ramps**. Not permitted.

4.35. **Skylights**. See specific Community design standards, above.

4.36. **Solar Devices**. All solar devices must receive prior Design Review Board approval.

4.37. **Statues, Sculptures, Fountains, Ponds**. Placement of any statue, sculpture, fountain, pond or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is prohibited by the Design Review Board. All elements of artistic expressions visible from other Lots or requiring any excavation must receive prior Design Review Board approval.

4.38. **Storm/Security Doors**. Storm and security doors are allowed with prior Design Review Board approval.

4.39. **Temporary Structures**. Temporary structures suitable for a wedding, birthday party and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within twenty-four (24) hours of the conclusion of the occasion. This design standard shall not limit Association activities.

4.40. **Trash and Garbage Receptacles**. Trash and other receptacles shall be absent from view from any street, any Lot and Common Areas on all days other than designated trash and/or recycling pick up days.

4.41. **Tree Houses**. Tree houses constructed in or on vegetation are not permitted.

4.42. **Underground Installations**. Unless otherwise approved by the Design Review Board, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment. The Association shall have the right to enter on Lots to plant, install, maintain and replace such plants, shrubbery and screening devices without liability to the Owner or otherwise.

4.43. **Variety in Design**. Dwellings with the same floor plan and same elevation must have a minimum of three (3) Lots between such Dwellings when built on the same side of a street. Such Dwellings shall not be constructed on corresponding corner Lots. A minimum of two (2) Dwellings must be built between dwellings with the same style and color of brick.

4.44. **Walls**. All walls of any nature, for example but not limitation retaining walls, landscaping walls and decorative walls, must receive prior Design Review Board approval.

4.45. **Wells**. Wells of any kind are not permitted except as provided by Declarant for irrigation and water level maintenance of ponds.

5. Landscaping Standards

5.1. Overview.

The Design Review Board retains oversight of landscaping improvements to Lots to make assurance that the Scissortail community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within thirty (30) days of the date the Dwelling is substantially competed, whichever is later. NOTWITHSTANDING SPECIFIC TREE PLANTING REQUIREMEMTS, Lots with numerous naturally occurring trees can request a waiver of the requirement to plant additional trees from the Design Review Board.

5.2. Concepts.

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements and surrounding vegetation.

2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

5.3. Objectives.

All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

1. **Beautify.**
   - **1.1.** Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.
   - **1.2.** Soften the impact of corners and broad wall areas with vertical and spreading foliage.
   - **1.3.** To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.
2. **Screen**. Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.
3. **Restoration.** Restoration of a site due to construction.
4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and ensure that water is moved to the appropriate areas to interface properly with Scissortail's master drainage plan.
5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.
6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.
7. **View**. Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

These Amended and Restated Design Review Standards are adopted this 21st day of May, 2020.

Robert David, Chairman

Exhibit A to Scissortail Design Review Guidelines

APPLICATION FOR DESIGN REVIEW FOR SCISSORTAIL

Pursuant to the Governing Documents, an Owner wanting to begin construction or make a modification to a Lot must make an application to the Design Review Board prior to beginning the work. By completing this Application and making the appropriate submittals (including identifying the Approved Builder you intend to use), you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to modifications and the authority and discretion afforded the Design Review Board, all such provisions within the Governing Documents being incorporated in this Application by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) _____

Property address: _____

Day phone _____Evening phone _____

_____Community_____

_____Name of Approved Builder_____

1. Modification Area. Approval is requested for the following construction on the Lot as described below and on any submittal pages. The general type of construction is indicated below. If applicable, appropriate submittal pages are attached to this Application. _____

_____

_____

_____

2. Submittal Pages. All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review and Development Guidelines. Failure to include the submittal pages will result in a returned Application.

3. **Name of Approved Builder**. _____

Commencement date: _____Time for completion: _____

This is a Re-application: ☐ YES ☐ NO

_____ _____

Owner's Signature(s)

_____

Approved Builder's Signature

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____

_____

_____

_____ _____

Date Authorized Design Review Board Representative

Exhibit B to Scissortail Design Review Guidelines

APPLICATION FOR Approval of Final Inspection Prior to Sale

Pursuant to the Governing Documents, any Owner desiring to sell a Lot with a completed house must comply with all covenants and design standards. By completing this Inspection and making the appropriate submittals, you successfully complete the requirements for sale.

Name of Owner(s) _____

Name of Buyer(s) _____

Property address: _____

Buyers phone (If more than one Buyer both numbers) _____ Buyer's email address

_____Name of Approved Builder_____

1. Exterior Area. Approval is requested for requirements for the exterior of the home

Landscaping.

Screening.

Exterior materials.

Fencing.

Outbuildings.

Drainage.

Antennas.

Address Numbers

Commencement date: _____Time for completion: _____

_____

_____ _____

Owner's Signature(s)

_____ _____

Approved Builder's Signature(s)

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: □ Approved □ Denied □ Other _____

_____

_____

_____ _____

Date Authorized Design Review Board Representative

Exhibit C
to Scissortail Design Review Guidelines
SCISSORTAIL Application for
Construction Plans Approval

Lot Number: _____

Builder/Owner: _____

Commencement Date: _____

Square Footage (Conditioned Space): _____

Square Footage of Outdoor Living Space: _____
(Applies to Silhouette and Sequoia Neighborhoods and only necessary if applicant is asking for consideration to meet the Building Size Requirements as set forth in the Declaration)

All proposed new construction or modification in the Scissortail Subdivision requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application.

Construction drawings include, but may not limited to:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements. The Site Plan will also show the downspout tight lined drainage plan.

2. **Drainage, Erosion Control and Grading Plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required. The Drainage, Erosion and Grading Plan will also show the downspout tight lined drainage plan. The plan will also show the erosion controls.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps and the finished floor elevation.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans. Any requests for waivers of specific requirements should be specified.

7. **Landscape Plan**. A landscape plan is not a requirement at plan approval but is a valuable tool to help understand the development of each lot and are encouraged to be submitted with the house plans or prior to installation of the landscape materials.

8. Name of Approved Builder: _____

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

Reviewed and Approved this ____ day of _____, 20___.

_____
Design Review Board

L202028926.032



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in **Doc Num L202028926**
05/21/2020 01:33:52 PM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder

Brenda DeShields-Circuit Clerk
Benton County, AR
Book/Pg: 2017/23858
Term/Cashier: CASH3/Barbara Metcalf
04/27/2017 8:01:19AM
Tran: 425178
Total Fees: $435.00

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Recorded in the Above
DEED Book & Page
04/27/2017

This Instrument Prepared By:
John Alan Lewis
Mitchell, Williams, Selig,
Gates & Woodyard, P.L.L.C.
5424 Pinnacle Point Drive., Suite 500
Rogers, AR 72758

SCISSORTAIL SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, AN ADDITION TO THE CITY OF ROGERS, BENTON COUNTY, ARKANSAS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PERTAIN TO THE SUBDIVISION RECORDED ON PLAT RECORD 2017-350, 2017.

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, A RESIDENTIAL COMMUNITY TO THE CITY OF ROGERS, BENTON COUNTY, STATE OF ARKANSAS

THIS DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS FOR SCISSORTAIL SUBDIVISION, A RESIDENTIAL COMMUNITY TO THE CITY OF ROGERS, BENTON COUNTY, ARKANSAS ("**Declaration**") is made this 24th day of April, 2017, by SCISSORTAIL PARTNERS, LLC, an Arkansas limited liability company ("**Declarant**"). Words bearing initial capital letters shall have the meanings ascribed to them in Article 2 of this Declaration or as otherwise defined within this Declaration or any exhibits to it..

PART ONE: INTRODUCTION TO THE DEVELOPMENT

The Declarant has established this Declaration to provide a governance structure and a flexible system of standards and procedures for the overall development, administration, maintenance and preservation of Scissortail as a quality residential community (the **"Development"**).

This Declaration contemplates the existence, within Scissortail, of three or more distinct areas herein called "**Community**" or "**Communities**" as well as other individually owned property. The Association is a homeowners association comprised of all Owners of Lots in Scissortail regardless of the Community where the lot is located.

The Association has the power under the Governing Documents to establish standards for conduct and activities for the property within Scissortail. Another component of the overall development is the Design Review Board, which has jurisdiction over all matters of design review for all Lots within Scissortail.

Article 1 Creation of the Development

1.1 Purpose and Intent.

The Declarant, as the owner of the real property described in Exhibit A and Exhibit B, intends by the Recording of this Declaration to create a general plan of development for the planned community known as Scissortail or Scissortail Subdivision. This Declaration provides a flexible and reasonable procedure for future expansion of Scissortail to include additional real property as Declarant deems appropriate and provides for the overall development, administration, maintenance and preservation of the real property now and hereafter comprising Scissortail. An integral part of the development plan is the creation of the Association to be comprised of all Owners of Lots in Scissortail, to own, operate and/or maintain various Common Areas and community improvements and to administer and enforce this Declaration and the other Governing Documents referred to in this Declaration.

This Declaration does not and is not intended to create a unit ownership estate within the meaning of *A.C.A. 18-13-101, et seq*. This document does and is intended to create a real estate development and owners association and a method for the assessment of Lots (as defined herein) to cover costs and expenses.

1.2 Binding Effect and Term.

The real property described in Exhibit A and any of the Exhibit B additional real property which is made a part of Scissortail in the future by Recording one or more Supplemental Declarations, shall be owned, conveyed and used subject to all of the provisions of this Declaration, which shall run with the land and title to such property. This Declaration shall be binding on all Persons having any right, title or interest in any portion of Scissortail, their respective heirs, successors, successors-in-title and assigns.

This Declaration shall remain in effect until January 1, 2037. Declarant, the Association, any Owner and their respective legal representatives, heirs, successors and assigns may enforce it. After this initial period, the

Declaration's term shall automatically extend for successive ten (10) year periods unless seventy-five percent (75%) of the then Owners sign and Record, within the year preceding any extension, a document which terminates, adds to or amends, in whole or in part, this Declaration; proved, however, this Declaration shall not be terminated without the written consent of the City and only as long as any termination document makes satisfactory arrangements for the continued maintanence of all private streets and common areas.

If any provision of this Declaration would be unlawful, void or voidable by reason of applicability of the rule against perpetuities, such provision shall expire twenty-one (21) years after the death of the last survivor of the now living descendants of the youngest living President of the United States having a descendant. Nothing in this section shall be construed to permit termination of any easement, covenant, restriction or obligation created in this Declaration without the consent of the holder of such easement.

1.3 Governing Documents.

The Governing Documents create a general plan of development for Scissortail which may be supplemented by additional covenants, restrictions and easements applicable to the property within Scissortail. In the event of a conflict between or among the Governing Documents and any such additional covenants or restrictions and/or the provisions of any other articles of incorporation, bylaws or rules or policies, this Declaration shall control.

Nothing in this section shall preclude the Recording of a Supplemental Declaration or other document applicable to any portion of Scissortail containing additional restrictions or more restrictive provisions. However, any Person who seeks to Record any document applicable to Scissortail must obtain the Declarant's written consent so long as the Declarant owns any property described in Exhibits A or B of this Declaration. Any attempted Recordation without such consent shall result in such document being void and of no force and effect unless subsequently approved by Recorded consent signed by the Declarant, so long as the Declarant owns any of the Properties.

All provisions of the Governing Documents shall apply to all Owners and to all occupants of all Lots, as well as their respective tenants, guests and invitees. Any lease of a Lot shall provide that the lessee and all occupants of the leased Lot shall be bound by the terms of Governing Documents.

If any provision of this Declaration is determined by judgment or court order to be invalid or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

Article 2 Definitions.

The terms used in the Governing Documents shall be given their natural, commonly accepted definitions unless otherwise specified. Capitalized terms shall be defined as set forth below. If not defined herein, capitalized terms shall be defined as set forth in this Declaration, as applicable.

2.1 "**Architectural Review Committee**": Reference to the Architectural Review committee shall mean the Design Review Board, the two phrases being synonyms for the same body.

2.2 "**Articles**": The Articles of Incorporation, as amended from time to time, for the Scissortail Property Owners' Association, Inc., which shall be filed with the Arkansas Secretary of State.

2.3 "**Assessment(s)**": The Base Assessment, any Services Assessment, any Special Assessment, or any Specific Assessments; provided, however, at no time shall the Developer be laible for any Assessment whatsoever.

2.4 "**Association**": The Scissortail Property Owners' Association, Inc., an Arkansas not for profit corporation, its successors or assigns.

2.5 "**Base Assessment**": Assessments levied on all Lots subject to assessment under Article 8 of this Declaration to fund Common Expenses for the general benefit of all Lots.

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2.6 "**Board of Directors**" or "**Board**": The body responsible for the governance and administration of the Association as provided in the Governing Documents.

2.7 "**Builder**": Any Person approved by the Declarant who purchases one or more Lots for the purpose of building residential dwellings which will be sold to the general public. A Builder shall not be responsible for Base Assessments for a period of one year from the date the Builder (or any affiliate of the Builder) takes title to a lot.

2.8 **"Builder Assessment"**: Assessments levied by the Declarant, the Association or the Design Review Board on all Lots on which construction has begun (either by a Builder or otherwise) to cover all costs of debris removal, the failure to comply with development restrictions in general or these Declarations in particular. Builder Assessments shall be payable in advance or a monthly or quarterly basis and some portion of the said Builder Assessment may be returned if the Declarant determines that the Builder has made a compelling case as to why he/she/it was unable to comply with the literal application of this Declaration to his/hers/its Lot(s)...

2.9 "**Bylaws**": The Governing Document appearing at Exhibit D to this Declaration, as amended.

2.10 "**Certificate of Architectural Compliance**": Certificate issued pursuant to Section 4.7 to this Declaration.

2.11 **"City"**: The City of Rogers, Benton County, Arkansas.

2.12 **"Class B Control Period"**: The period of time during which the Declarant as the Class B Member is entitled to exercise, among other things, any addition or annexation rights under Section 9.1 to this Declaration as well as all rights provided for the Class B Member under the Bylaws.

2.13 **"Common Area"** or **"Common Areas"**: All real and personal property, including, but not limited to, easements, all roadways within the Development, excluding that portion of the roadway that serves as the entrance to the Subdivision which is to be dedicated to the City of Rogers pursuant to the final plat of the Subdivision, all storm water management facilities located within the Development and such facilities, if any, located offsite that serve the Development, guard houses or gates leading into the Development, and any Community Common Area, if any, which the Association owns, leases or otherwise holds possessory or use rights in for the common use and enjoyment of the Owners.

2.14 **"Common Expenses"**: The actual and estimated expenses incurred or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserve, as the Board may find necessary and appropriate pursuant to the Governing Documents. Common Expenses shall not be limited to those expenses relative to the care of Common Area. Common Expenses shall not include any expenses incurred during the Class B Control Period for initial development or other original construction costs unless approved by Members representing a majority of the total Class A votes of the Association.

2.15 **"Community"** or **"Communities"**: A group of Lots designated as a distinct area, section or phase. A Community may be comprised of more than one housing type and may include noncontiguous parcels of property. Initially, there shall be three Communities which shall be designated by the names "SAVANNA", "SILHOUETTE" and "SEQUOIA." Any one or more of these names may be amended or changed at any time at the sole discretion of the Declarant.

2.16 **"Community Board Member"**: Such Association board member elected from within a Community for representation of such Community interests on the Association Board.

2.17 **"Community Common Area"**: A Common Area primarily benefiting one or more, but less than all, of the Communities, as more particularly described in Article 12 of this Declaration.

2.18 **"Declarant"**: Scissortail Partners, LLC, an Arkansas limited liability company, its successor or assigns, or any entity which takes title to any portion of the Exhibit A or B real property for the purpose of development and/or sale and which is designated as Declarant in a Recorded document executed by the immediately preceding Declarant.

2.19 "**Dedicated Property**": Real property dedicated by recorded document to a public authority and/or utility for public use.

2.20 "**Design Review Board**": The entity with jurisdiction over the approval and denial of all applications for new construction and modifications of existing construction. The DRB shall be established as provided under Section 4 to this Declaration. There shall be one Design Review Board or Architectural Review Committee for all of the Communities.

2.21 "**Design Review and Development Guidelines**": The architectural rules, policies and requirements governing new construction and modifications within the Properties as administered by the Design Review Board also known as the Architectural Review Committee.

2.22 "**Development Plan**" or "**Development**": The entire tract of real property described on Exhibit A as well as all annuities, rights and benefits created hereunder and the land use plan for the development of Scissortail Subdivision approved by the City of Rogers, Arkansas and recorded with the Circuit Clerk of Benton County, Arkansas, as it may be amended, which may include all of the property described in Exhibit A and all or a portion of the property described in Exhibit B. Inclusion of real property on the Development Plan shall not, under any circumstances, obligate Declarant to subject such real property to this Declaration, nor shall the omission of real property described in Exhibit B from the Development Plan bar later submission of such real property to this Declaration as provided in Article 9 of this Declaration.

2.23 "**Governing Documents**": A collective term referring to this Declaration and any applicable Supplemental Declaration, the Bylaws (Exhibit D), the Articles, the Use Restrictions and Rules (Exhibit D) and the Design Review and Development Guidelines (Exhibit F) promulgated in accordance with Section 4 of this Declaration, as amended.

2.24 "**Lot**": Each of the Lots depicted on the plat of the Subdivision Recorded with the Circuit Clerk of Benton County, Arkansas for the Communities.

2.25 "**Member**": A Person subject to membership in the Association pursuant to Section 6.2 of this Declaration. Every Owner shall be a Member, subject to the limitations on co-Owners as provided in this Declaration and the Bylaws.

2.26 "**Mortgage**": A mortgage, a deed to secure debt or any other form of security document affecting title to any Lot.

2.27 "**Mortgagee**": A beneficiary or holder of a Mortgage.

2.28 "**Owner**": One or more Persons who hold the record title to any Lot, including the Declarant or any Builder, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot is sold under a Recorded contract of sale and the contract specifically so provides, the purchaser (rather than the fee owner) will be considered the Owner.

2.29 "**Person**": A natural person, a corporation, a partnership, a trustee, a limited liability company or any other legal entity.

2.30 "**Plans**": Collectively, the elevation, drawings, application and other documents prepared by an Owner or, as applicable, a Builder, to a Design Review Board.

2.31 "**Properties**": The real property described within Exhibits A and B to this Declaration.

2.32 "**Record**," "**Recording**," or "**Recorded**": To file, filing or filed of record in the official records of the Circuit Clerk of Benton County, State of Arkansas. The date of Recording shall refer to that time at which a document, map or plat is Recorded.

2.33 **"Special Assessment"**: Assessments levied in accordance with Section 8.4 of this Declaration.

2.34 **"Specific Assessment"**: Assessments levied in accordance with Section 8.5 of this Declaration.

2.35 **"Supplemental Declaration"**: A document Recorded pursuant to Article 9 of this Declaration, which accomplishes one or more of the following purposes: (a) subjects additional Exhibit B property to this Declaration; (b) designates a Community or Community Common Area(s); or (c) imposes, expressly or by reference, additional restrictions and obligations on the real property described in such document.

2.36 **"Scissortail"**, **"Scissortail Subdivision"** or the **"Suddivision"**: The real property described in Exhibit A, together with such additional Exhibit B property as is or may be subjected to this Declaration in accordance with Article 9 of this Declaration.

2.37 **"Scissortail Subdivision General Standards"**: The standard of conduct, maintenance or other activity generally prevailing throughout the Scissortail Subdivision. Such standard shall be established initially by the Declarant and may be more specifically defined in the Use Restrictions and Rules (Exhibit C), Design Review and Development Guidelines (Exhibit F) and in Board resolutions, the budget, levels of maintenance and the Association's operation of Common Areas and applicable facilities.

2.38 **"Storm Water Assessment"**: As defined in Section 7.2(B).

2.39 **"Use Restrictions and Rules"**: The initial use restrictions and rules attached hereto as Exhibit C and made a part hereof, as supplemented, modified or repealed pursuant to Article 3 of this Declaration.

[END OF PART ONE]

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PART TWO: CREATION AND MAINTENANCE OF DEVELOPMENT STANDARDS

The standards for use, conduct, maintenance and architecture at Scissortail give the development its identity and make Scissortail a place people want to call "home." The standards are more than simply rules. This Declaration establishes procedures for rulemaking as a dynamic process which allows the standards to evolve as the overall development changes and grows and as technology and public perceptions change.

Article 3 Use and Conduct.

3.1 Framework for Regulation.

The Governing Documents establish, as part of the general plan of development for Scissortail, a framework of affirmative and negative covenants, easements and restrictions which govern Scissortail. Within that framework, the Board and the Members must have the ability to respond to unforeseen problems and changes in circumstances, conditions, needs, desires, trends and technologies which inevitably will affect Scissortail, its Owners and residents. This Article establishes procedures for modifying and expanding the Use Restrictions and Rules. Any modification or expansion shall be effective whether or not Recorded. Each Owner is charged with determining the scope, terms and nature of any restrictions, rules and Design Review and Development Guidelines pertaining to Scissortail, whether or not such documents are Recorded, provided such document is adopted pursuant to the terms of this Declaration.

3.2 Rule Making Authority.

(1) Subject to the terms of this Article and the Board's duty to exercise business judgment and reasonableness on behalf of the Association and the Members, the Board may modify, cancel, limit, create exceptions to or expand the Use Restrictions and Rules. The Use Restrictions and Rules will apply to Lots, Common Areas, Owners, Persons, Community, Community Common Areas and the Association. The Board shall send notice by mail to all Owners concerning any such proposed action at least five (5) business days prior to the Board meeting at which such action is to be considered. Members shall have a reasonable opportunity to be heard at a Board meeting prior to such action being taken. Such action shall become effective, after compliance with subsection (3) below, unless disapproved at a meeting by Members representing more than fifty percent (50%) of the total Class A votes in the Association and by the Declarant as the Class B Member, if any. The Board shall have no obligation to call a meeting of the Members to consider disapproval except on receipt of a petition of the Members as required for special meetings in the Bylaws.

(2) Alternatively, the Members, at an Association meeting duly called for such purpose, may adopt rules which modify, cancel, limit, create exceptions to or expand the Use Restrictions and Rules by a vote of Members representing more than fifty percent (50%) of the total Class A votes in the Association and the approval of the Class B Member, if any.

(3) In an effort to assist any Owner in discharging their duty of inquiry under 3.1 of this Declaration, at least thirty (30) days prior to the effective date of any action taken under subsections (1) or (2) of this section, the Board shall send a copy of the new rule or explanation of any changes to the Use Restrictions and Rules to each Owner specifying the effective date which, in no event, will be sooner than thirty (30) days from the date of adoption. The Association shall provide, without cost, a copy of the Use Restrictions and Rules then in effect to any requesting Member or Mortgagee. Failure to affirmatively provide a copy of the new rule or explanation of any changes in the Use Restrictions and Rules, unless an Owner, Member or Mortgagee expressly requests in writing a copy of the same, shall not affect the validity or effect of such rule or explanation thirty (30) days after adoption.

(4) Notwithstanding anything to the contrary set forth herin, in no event shall the Board (or the Association) take any action which relinquishes or releases the obligations of the Association to maintain all private streets or common areas without the express written consent of the City.

3.3 Owners' Acknowledgment and Notice to Purchasers.

All Owners are given notice that use of their Lots and the Common Area is limited by the Use Restrictions and Rules as they may be amended, expanded and otherwise modified hereunder. Each Owner, by acceptance of a

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deed to a Lot or portion of the Subdivision, is deemed to be acknowledging and agreeing that the use and enjoyment and marketability of such Owner's Lot can be affected by this provision and that the Use Restrictions and Rules may change from time to time. All purchasers of Lots are on notice that changes may have been adopted by the Association. Copies of the current Use Restrictions and Rules may be obtained from the Association as provided above.

3.4 Protection of Owners and Others.

Except as may be contained in this Declaration either initially or by amendment or in the Use Restrictions and Rules and the Design Review and Development Guidelines, all policies and regulations shall comply with the following provisions:

(A) Similar Treatment. Similarly situated Owners shall be treated similarly; provided, the Design Review and Development Guidelines and Use Restrictions and Rules may vary as each specific Community within the overall development.

(B) Displays. The rights of Owners to display religious and holiday signs, symbols and decorations inside structures on their Lots of the kinds normally displayed in dwellings located in single-family residential neighborhoods shall not be abridged, except that the Association may adopt time, place and manner restrictions with respect to displays visible from outside the dwelling. No rules shall unreasonably regulate the content of political signs. The rules may regulate the time, place and manner of posting such signs (including design criteria).

(C) Household Composition. No rule shall interfere with the freedom of Owners to determine the composition of their households, except that the Association shall have the power to require that all occupants be members of a single housekeeping unit and to limit the total number of occupants permitted in each Lot on the basis of the size and facilities of the Lot and such occupants' fair use of the Common Area.

(D) Activities within Dwellings. No rule shall interfere with the activities carried on within the confines of dwellings, except that the Board of Directors of the Association, in the Board's sole discretion, may prohibit activities or practices not normally associated with property restricted to residential use and it may restrict or prohibit any activities that create monetary costs for the Association or other Owners, that create a danger to the health or safety of occupants of other Lots, that generate excessive noise or traffic, that create unsightly conditions visible outside the dwelling or that create an unreasonable source of annoyance.

(E) Alienation. No rule shall prohibit transfer of any Lot or require consent of the Association or Board for transfer of any Lot. The Association may require the payment of a fee for transfer, but shall not impose any fee on the transfer of any Lot greater than an amount reasonably based on the costs to the Association of administering that transfer.

(F) Abridging Existing Rights. No rule shall require an Owner to dispose of personal property that was in or on a Lot prior to the adoption of such rule and which was in compliance with all rules previously in force. This dispensation shall apply only for the duration of such Owner's ownership of the Lot personally and this right shall not run with title to any Lot.

(G) Reasonable Basis. No rule may prohibit any activity, condition or conduct unless a reasonable basis exists for the enactment of such rule. For purposes of this subsection, reasonable basis may include, but not be limited to, restrictions as to time, place and manner of activity or conduct or concerns relating to safety, fair use of Common Area, cost, aesthetics or the goals of the Development Plan.

(H) Reasonable Rights to Develop. No rule or action by the Association or Board shall unreasonably impede Declarant's right to develop the Properties.

The limitations in subsections (A) through (H) of this section shall only limit rulemaking authority exercised under Section 3.2 of this Declaration; they do not limit amendments to this Declaration adopted in accordance with Article 18 of this Declaration or rights retained by the Declarant under Section 9.1 of this Declaration.

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Article 4 Architecture and Landscaping.

4.1 General.

The Design Review Board shall have primary jurisdiction over all matters of design review for all property in Scissortail, which shall include, but is not limited to, all fences and mailboxes. The Design Review Board may, however, delegate some of its power or responsibilities, with respect to design review for Scissortail to the Association. Unless and until such time as the Design Review Board delegates in writing all or a portion of its reserved rights to the Association, the Association shall have no jurisdiction over architectural matters; provided, however, any matters delegated or assigned in writing to the Association may at any time be withdrawn or restricted in any way or manner that the Design Review Board deems appropriate. To assist with an Owner's navigation of the design review process and standards, the Design Review Board adopts the Design Review and Development Guidelines as initially set out in Exhibit F, which may be amended from time to time as provided in Section 1.3 to the Design Review and Development Guidelines. The Declarant shall act as the Design Review Board until the earlier of: (a) the termination of the Class B Control Period; or (b) the Declarant by Recorded document assigns oversight of the Design Review Board to the Association.

4.2 New Construction.

The Design Review Board shall have exclusive oversight of all new construction within Scissortail, including but not limited to those elements defined as modifications in the Design Review and Development Guidelines. So long as Declarant owns any portion of the Properties, Declarant, by agreement with the Design Review Board, may establish a higher standard of design review for initial construction for all or a portion of Scissortail than that which is or was applicable to other portions of Scissortail. In such event, Declarant shall administer the design review standards that exceed those imposed by the Design Review Board in accordance with procedures, policies and standards agreed on by Declarant and the Design Review Board.

4.3 Modifications.

The Design Review Board shall have exclusive oversight of all modifications to existing construction within Scissortail, including but not limited to all exterior improvements, structures, out-buildings, recreational equipment or facilities and any appurtenances thereto or components thereof of every type and kind and all landscaping features, including, but not limited to, repairing, replacing, painting, or improving: buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar panels, painting or other finish materials on any visible surface, additions, walkways, sprinkler systems, garages, driveways, fences, mailboxes screening walls, retaining walls, stairs, decks, landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior lighting, poles, sporting fixtures such as basketball goals, temporary sporting features such as temporary basketball goals, signs, exterior tanks, exterior air conditioning units, cooling, heating and water softening equipment (collectively, modifications). If the Design Review Board delegates in writing to the Association its design review authority for exterior alterations of existing improvements or planting or removal of landscaping, the Association shall utilize the standards and practices adopted by the Design Review Board or as more fully set forth herein. The structure, policies, procedures and standards set forth in this section shall apply unless the Design Review Board otherwise establishes or modifies such matters; provided, however, those matters delegated or assigned in writing to the Association may at any time be withdrawn or restricted in any way or manner that the Design Review Board deems appropriate.

4.4 No Waiver of Future Approvals.

Each Owner acknowledges that the members of the Design Review Board reviewing applications under this Article will change from time to time and that opinions on aesthetic matters, as well as interpretation and application of this Declaration or the Design Review and Development Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed activity on a Lot within the scope of this Article until such activities have been completed, in which case it may be necessary to require changes to the improvements involved. Approval of applications or Plans for any activities done or proposed or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of

the right of the Design Review Board to withhold approval as to any similar applications, Plans or other matters subsequently or additionally submitted for approval.

4.5 Variances.

The Design Review Board may authorize in writing variances from compliance with the Design Review and Development Guidelines: (a) in narrow circumstances where the design meets the intent of the provision sought to be varied and where granting of the variance would enhance design innovation and excellence; or (b) when circumstances such as topography, natural obstructions or aesthetic or environmental considerations so require, but only in accordance with duly adopted rules and regulations. A variance may be granted only when special circumstances so dictate and no variance shall: (a) be effective unless in writing; (b) be contrary to this Declaration; or (c) estop the Design Review Board from denying a variance in other circumstances. For purposes of this section, the inability to obtain approval of any governmental agency, issuance of any building permit or satisfy the terms of any financing commitment shall not constitute hardships.

4.6 Limitation of Liability.

The standards and procedures established by this Article are intended as a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any application pursuant to this Article are made on the basis of aesthetic considerations only and the Design Review Board shall not bear any responsibility for ensuring: (a) structural integrity or soundness of approved construction or modifications, (b) compliance with building codes and other governmental requirements; or (c) conformity of quality, value, size or design among Lots.

Declarant, the Design Review Board, the Association, the Board and any committee or member of any of the foregoing shall not be held liable for soil conditions, drainage or other general site work or for any defects in plans revised or approved hereunder or for any injury, damages or loss arising out of the manner or quality of approved construction on or modifications to any Lot. In all matters, the Design Review Board shall be defended and indemnified by the Association as provided in Section 7.6 of this Declaration.

4.7 Certificate of Compliance.

Any Owner may request that the Design Review Board issue a Certificate of Architectural Compliance certifying that there are no known violations of this Declaration. The Association shall either grant or deny such request within thirty (30) days after receipt of a written request and may charge a reasonable administrative fee for issuing such Certificate of Architectural Compliance; provided, however, a Certificate of Architectural Compliance shall not be issued until all Assessments have been paid in full. Issuance of a Certificate of Architectural Compliance shall estop the Association from taking enforcement action with respect to any condition as to which the Association had notice as of the date of the Certificate of Architectural Compliance.

4.8 Fees; Assistance.

The Design Review Board may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. Such fees may include the reasonable costs incurred in having any application reviewed by architects, engineers or other professionals. Declarant, the Design Review Board and the Association may employ architects, engineers or other persons as deemed necessary to perform the review. The Board may include the compensation of such persons in the Association's annual operating budget as a Common Expense.

4.9 Declarant and Design Review Board Address.

For purposes of this Article 4, Owners or, as applicable, Builders shall submit applications to: the Scissortail Design Review Board, _____, Bentonville, Arkansas 72712. Any change in the above notice address shall be given through a filing in the real property records of Benton County, State of Arkansas designated a "**Change of Address for Design Applications**" providing the new address for submission of applications.

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Article 5 Maintenance and Repair.

5.1 Maintenance of Lots.

Each Owner (including any Builder) shall maintain such Owner's Lot, including all landscaping and improvements comprising the Lot, in a manner consistent with the Governing Documents, the Scissortail General Standards and all applicable covenants, unless, such maintenance responsibility is otherwise assumed by or assigned to the Association or any Community pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Lot. Under no cicumstances shall maintanence be assigned to the City without the express consent of the City.

5.2 Maintenance of Community Common Areas.

The Association shall maintain and pay all costs of operating, maintaining and insuring all Common Areas and Community Common Areas, including any improvements appurtenant thereto in a manner consistent with the Governing Documents, the Scissortail General Standards and all applicable covenants. The costs of maintaining and insuring Common Areas shall include, but are not limited to, all costs associated with all storm water management facilities referenced in Section 7.2(B). In addition, these costs shall include, without limitation, the costs of maintaining any signage, entry features, right-of-way and green space within the Subdivision and adjacent private streets within the Subdivision and lakes or ponds within the Subdivision, regardless of ownership and regardless of the fact that such maintenance may be performed by the Association; provided, however, all Community which are similarly situated shall be treated the same. Under no circumstances shall maintanence for any Common Areas be assigned to the City without the express written consent of the City.

5.3 Responsibility for Repair and Replacement.

Unless otherwise specifically provided in the Governing Documents or in other documents creating and assigning maintenance responsibility, responsibility for maintenance shall include responsibility for repair and replacement, as necessary to maintain the property to a level consistent with the Scissortail-Wide General Standards as set forth herein.

By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Association to carry property insurance for the full replacement cost of all insurable improvements on such Owner's Lot, less a reasonable deductible. In addition, each Owner agrees to clear and remove all debris resulting from a casualty or catastrophe (whether covered by insurance or not) within fifteen (15) days of such event and to complete such removal/clean up operations within fifteen (15) days thereafter.

Each Owner further covenants and agrees that in the event of damage to or destruction of structures on or comprising such Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article 4 of this Declaration. Alternatively, the Owner shall clear the Lot and maintain the Lot in a neat and attractive, landscaped condition consistent with the Scissortail General Standards. The Owner shall pay any costs which are not covered by insurance proceeds.

[END OF PART TWO]

PART THREE: GOVERNANCE AND ADMINISTRATION OF THE DEVELOPMENT

The success of Scissortail is dependent on the support and participation of every Owner in its governance and administration. This Declaration establishes the Association as the mechanism by which each Owner is able to provide that support and participation. While many powers and responsibilities are vested in the Association's Board of Directors, some decisions are reserved for the Association's membership, the Owners of Lots in Scissortail.

Article 6 The Association and its Members.

6.1 Function of Association.

The Association is the entity responsible for management, maintenance, operation and control of the Common Area. The Association also is the primary entity responsible for enforcement of the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and the laws of the State of Arkansas. The Association shall have the right to delegate some or all of its responsibilities under the Governing Documents to one or more third party management companies and to treat all fees and costs charged by a management company as a Common Expense.

6.2 Membership.

Every Owner is a Member of the Association. There is only one (1) membership interest (and corresponding vote) per Lot. If a Lot is owned by more than one (1) Person, all co-Owners shall share the privileges of such membership, subject to reasonable Board regulation and the restrictions on voting set forth in Section 6.3(C) of this Declaration and in the Bylaws. All such co-Owners of a lot shall be jointly and severally obligated to perform the responsibilities of a Owner. The membership rights of an Owner which is not a natural person may be exercised by any officer, manager, member, director, partner or trustee or by the individual designated in writing from time to time by the Owner and provided to the Secretary of the Association. Upon taking title to any Lot, each Owner shall provide the Association with a copy of the title transfer document evidencing the Owner's entitlement to membership in the Association. Until such time as an Owner provides the Association with such title transfer document, that Person or putative Owner shall have no membership within the Association or right to vote.

Notwithstanding the foregoing, a Member shall not be entitled to vote on any matter so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

6.3 Voting.

The Association shall have two (2) classes of membership, Class A and Class B.

(A) Class A. Class A Members shall be all Owners except the Class B Member. Class A Members shall have one (1) equal vote for each Lot in which they hold the interest required for membership under Section 6.2 of this Declaration, except that there shall be only one (1) vote per Lot and, except for property held by the Declarant, no vote shall be exercised for any property which is exempt from assessment under Section 8.9 of this Declaration. All Class A votes shall be cast as provided in Section 6.3(3) below.

(B) Class B. There shall be only one Class B Member, the Declarant. The Class B Member may appoint all members of the Board of Directors during the Class B Control Period, as specified in Section 3 of the Bylaws. Additional rights of the Class B Member are specified in the relevant sections of the Governing Documents. After termination of the Class B Control Period, the Class B Member shall have a right to disapprove actions of the Board and committees as provided in Section 3.19 of the Bylaws.

The Class B membership shall terminate on the earlier of:

(i) expiration or termination of the addition and annexation rights reserved to the Declarant in Section 9.1 to this Declaration; or

(ii) when, in Declarant's discretion, Declarant so determines and declares in a Recorded document.

On termination of the Class B membership, Declarant shall be a Class A Member entitled to one (1) Class A vote for each Lot which Declarant owns and, during Declarant's ownership of such Lots, Declarant shall not be responsible for Base Assessments or payment of any Common Expenses.

(C) Exercise of Voting Rights. Except as otherwise specified in this Declaration or the By-laws, the vote for each Lot owned by a Class A Member shall be exercised by the Member or proxy representing the Lot. The Member may cast all such votes as such Member, in such Member's discretion, deems appropriate.

In any situation where a Member is entitled personally to exercise the vote for such Member's Lot and there is more than one (1) Owner of such Lot, the vote for such Lot shall be exercised as the co-Owners determine among themselves and advise the Secretary of the Association in writing prior to the vote being taken. Absent such advice, the Lot's vote shall be suspended if more than one (1) Person seeks to exercise such vote; however the Lot shall be counted for quorum purposes. Notwithstanding the foregoing, a Member shall not be entitled to vote on any matter so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

6.4 Community Voting.

(A) Community. The Members of any Community may request that the Association provide a higher level of service than that which the Association generally provides to the other Communities or may request that the Association provide special services for the benefit of Lots in that Community. On the affirmative vote, written consent or a combination thereof, of the Owners of a majority of the Lots within the Community, and the approval of the Board the Association shall provide the requested services; provided, however, the Board, in its sole discretion, may deny any such request by one or more of the Communities.

The cost of such services requested by a Community and provided by the Association, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate per Lot to all of the Community receiving the service), shall be assessed against the benefited Lots within that Community as a Special Assessment, applicable to that Community only.

Exhibit A to this Declaration and each Supplemental Declaration submitting additional property to this Declaration may initially assign the property submitted thereby to a specific Community (by name or other identifying designation), which Community may be then existing or newly created. So long as Declarant has the right to subject additional property to this Declaration pursuant to Section 9.1 of this Declaration, Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Community boundaries; provided, however, without the consent of the Owners of a majority of Lots in the affected Community, Declarant shall not combine two or more Communities.

(B) Community Representation on Association Board. At at all times Declarant has the right to appoint and discharge each member of the Board during the Class B Control Period. Following expiration of the Developer Control Period, each Community shall elect a Community Board Member pursuant to the provisions below and as provided in the Bylaws, who shall represent the interests of the Owners of Lots within such Community. In addition, each Community shall elect an alternate Community Board Member, as provided below. The Community Board Member and alternate must be an Owner of a Lot within the Community which is represented.

The Community Board Member and alternate Community Board Member from each Community shall be elected as set forth in the Bylaws, either by written ballot cast by mail or at a meeting of the Class A Members within such Community, as the Board determines. On written petition signed by Class A Members holding at least ten percent (10%) of the votes attributable to Lots within any Community, the election for such Community shall be held at a meeting. The presence, in person or by proxy or by written ballot, of Class A Members representing at least thirty (30%) of the total Class A votes attributable to Lots in the Community shall constitute a quorum at any

Community meeting; provided, however, no Class A Member other than the Declarant shall be entitled to vote so long as there remains outstanding any unpaid Assessments (including Builder Assessments).

The Board shall call for the first election of a Community Board Member from a Community not later than one year after the expiration of the Class B Control Period. Subsequent elections shall be held each year on a date established by the Board. Each Class A Member who owns a Lot within the Community shall be entitled to cast one (1) vote per Lot owned. The candidate who receives the greatest number of votes shall be elected as Community Board Member and the candidate receiving the next greatest number of votes shall be elected as the Alternate Community Board Member. The Community Board Member and the Alternate Community Board Member shall serve a term of one (1) year or until their successors are elected; provided, however, no Class A Member other than the Declarant shall be entitled to vote so long as there remains outstanding any unpaid Assessments (including Builder Assessments).

Any Community Board Member may be removed, with or without cause, on the vote or written petition of Owners of a majority of the total number of Lots owned by Class A Members in the Community which the Community Board Member represents.

Article 7 Association Powers and Responsibilities

7.1 Acceptance and Control of Association Property.

The Association, through Board action, may acquire, hold and dispose of tangible and intangible personal property and real property. Declarant and the Declarant's designees may convey to the Association personal property and fee title, leasehold or other property interests in any real property, improved or unimproved, described in Exhibits A or B. The Association shall accept and maintain such property at the Association's expense for the benefit of the Association's Members, subject to any restrictions set forth in the deed or other document transferring such property to the Association. The Association may hire or retain third party management companies and treat any fees or costs assessed by the management company as a Common Expense. On written request of Declarant, the Association shall re-convey to Declarant any unimproved portions of Scissortail originally conveyed by Declarant to the Association for no consideration, to the extent conveyed by Declarant in error or needed by Declarant to make minor adjustments in property lines.

The Declarant shall not bear any responsibility for any damages caused by mold or by some other agent, that may be associated with defects in Common Area improvements and construction, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects or any other effects. Any implied warranties, including an implied warranty of workmanlike construction, an implied warranty of habitability or an implied warranty of fitness for a particular use, are hereby waived and disclaimed.

7.2 Maintenance of Common Areas.

(A) Maintenance in General. The Association shall maintain, in accordance with the Scissortail General Standards and the business judgment rule, the Common Areas, which shall include, but need not be limited to:

(i) all portions of and structures situated in the Common Areas;

(ii) such portions of any additional property included within the Common Areas as may be dictated by this Declaration, any Supplemental Declaration or any contract or agreement for maintenance thereof entered into by the Association;

(iii) all roadways located within the Development;

(iv) any and all security features constructed or installed within the Development, including, but not limited to, guard houses, gates, and walls or fencing;

(v) all storm water management facilities located within the Development or offsite storm water management facilities that serve the Development, including improvements and equipment installed therein or used in connection therewith, subject to the provisions of Section 7.2(B); and

(vi) any property and facilities owned by Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and the

Association's Members, such property and facilities to be identified by written notice from Declarant to the Association and to remain a part of the Common Area and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall have the right to enter on, for the purpose of maintaining and may maintain other property which the Association does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Scissortail General Standards.

The Association shall not be liable for any damage or injury occurring on, or arising out of the condition of, property which the Association does not own, except to the extent that the Association has been negligent in the performance of maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Areas in continuous operation, except for any periods necessary, as determined in the sole discretion of the Board, to perform required maintenance or repairs, unless Members representing seventy-five percent (75%) of the Class A votes in the Association and the Class B Member, if any, agree in writing to discontinue such operation.

Except as provided above, the Common Area shall not be reduced by amendment of this Declaration or any other means except with the prior written approval of Declarant as long as Declarant owns any property described in Exhibits A or B of this Declaration.

The costs associated with maintenance, repair and replacement of the Common Area shall be a Common Expense; provided, the Association may seek reimbursement from the Owner(s) of or other Persons responsible for, certain portions of the Properties pursuant to this Declaration, other Recorded covenants or agreements with the Owner(s) thereof. Maintenance, repair and replacement of a Community Common Area shall be a Community Expense assessed to the Community or multiple Communities to which the Community Common Areas are assigned, notwithstanding that the Association may be responsible for performing such maintenance hereunder.

(B) Maintenance of Storm Water Management Facilities. Under and pursuant to various regulations from time-to-time adopted and implemented by the City, responsibility for maintenance and repair of storm water management facilities developed, constructed or installed within the Development, or to service the Development, is imposed upon the owners of the Lots within the Development. The Declarant, the Design Review Board or the Association shall not have any liability for damage or injury caused by flooding or surface runoff resulting from rainfall or other natural occurrences Such facilities are hereby declared to constitute Common Areas of the Development whether on or offsite.

By acceptance of the deed or other instrument of conveyance for his or her lot within the Subdivision, each Lot Owner shall be deemed to covenant and agree to pay any assessment levied to offset the cost incurred for the care and maintenance of any storm water management facility servicing the Development hereinafter referred to as the "**Storm Water Assessment**." This Storm Water Assessment, together with such interest thereon and cost of collection as provided below, shall be a continuing lien on the Lot affected and shall also be a personal obligation of the Owner of such Lot from the date when the Storm Water Assessment is due and payable until paid in full. Such personal obligation prior Owner shall not pass to successors in title to the affected Lot unless expressly assumed in writing by such successor. Any Storm Water Assessment levied as set forth in these covenants and conditions shall become a lien on the affected Lot as soon as such assessment is due and payable. In the event any Owner fails to pay the Storm Water Assessment when due, the Storm Water Assessment shall then bear interest at the maximum legal rate permitted by the State of Arkansas on the date when such Storm Water Assessment is due and shall continue to accrue at that rate until it is paid in full. Such Storm Water Assessment shall be due fifty (50) days after the date it has been fixed and levied and, if not paid, shall become delinquent and the payment of both the principal and interest may be enforced as in the case of a laborer's lien on the affected Lot, and a notice of such lien may be filed with the Circuit Clerk of Benton County, Arkansas. In the event legal proceedings are commenced to collect the Storm Water Assessment, or if the services of any attorney are retained by the Board, the non-paying Owner or

Owners shall be obligated to pay all costs incurred, plus reasonable attorney fees, which costs and fees shall become a portion of the lien and may be foreclosed on in the same manner as the assessment as provided above.

The Storm Water Assessment shall be used exclusively to offset any cost associated with repairing or maintaining any storm water management facility which services the Development.

These covenants and conditions shall run with the land and shall be binding on the present owner and all persons hereafter acquiring title in any manner to any part of the Development.

7.3 Insurance.

7.3.1 Required Coverages. The Association, acting through the Board or the Board's duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(A) Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable improvements on the Common Area to the extent that Association has assumed responsibility in the event of a casualty, regardless of ownership. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. All property insurance policies obtained by the Association shall have policy limits sufficient to cover the full replacement cost of the insured improvements under current building ordinances and codes;

(B) Commercial general liability insurance on the Common Area, insuring the Association and the Association's Members for damage or injury caused by the negligence of the Association or any of the Association's Members, employees, agents or contractors while acting on its behalf. If generally available at reasonable cost, such coverage (including primary and any umbrella coverage) shall have a limit of at least Two Million Dollars ($2,000,000) per occurrence with respect to bodily injury, personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association shall obtain such additional coverages or limits;

(C) Workers' compensation insurance and employers' liability insurance, if and to the extent required by law;

(D) Directors and officers' liability coverage;

(E) Commercial crime insurance, including fidelity insurance covering all Persons responsible for handling Association funds in an amount determined in the Board's business judgment but not less than an amount equal to one-sixth ($1/6^{th}$)of the annual Base Assessments on all Lots plus reserves on hand. Fidelity insurance policies shall contain a waiver of all defenses based on the exclusion of Persons serving without compensation; and

(F) Such additional insurance as the Board, in the Board's business judgment, determines advisable.

In addition, the Association shall, if so specified in a Supplemental Declaration applicable to any Community, obtain and maintain property insurance on the insurable improvements within such Community which insurance shall comply with the requirements of this Section 7.3.1(1). Any such policies shall provide for a certificate of insurance to be furnished, on request, to the Owner of each Lot insured.

Premiums for all insurance on the Common Area shall be Common Expenses, except that: (a) premiums for property insurance on Lots within a Community shall be a Community Expense; and (b) premiums for insurance on Community Common Areas may be included in the Community Expenses of that particular Community or multiple Communities to which such Community Common Areas are assigned unless the Board reasonably determines that other treatment of the premiums is more appropriate.

7.3.2 Policy Requirements. The Association shall arrange for an annual review of the sufficiency of the Association's insurance coverage by one or more qualified Persons, at least one of whom must be familiar with insurable replacement costs in the metropolitan Bentonville area. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, on request, to each Member insured.

The policies may contain a reasonable deductible and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the policy limits satisfy the requirements of Section 7.3.1 of this Declaration. In the event of an insured loss, the deductible shall be treated as a Common Expense or a Community Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with Section 3.24 of the Bylaws, that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees or lessees, then the Board may assess the full amount of such deductible against such Owner(s) and their Lots as a Specific Assessment.

(A) Additional Policy Requirements. All insurance coverage obtained by the Board shall:

(i) be written with a company authorized to do business in the State of Arkansas which satisfies the requirements of the Federal National Mortgage Association or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(ii) be written in the name of the Association as trustee for the benefited parties. Policies on the Common Areas shall be for the benefit of the Association and the Members. Policies secured on behalf of a Community shall be for the benefit of the Owners within the Community and their Mortgagees, as their interests may appear;

(iii) not be brought into contribution with insurance purchased by Owners, occupants or their Mortgagees individually;

(iv) contain an inflation guard endorsement;

(v) include an agreed amount endorsement, if the policy contains a co-insurance clause;

(vi) provide that each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Area as a Member in the Association (provided, this provision shall not be construed as giving an Owner any interest in the Common Area other than that of a Member);

(vii) provide a waiver of subrogation under the policy against any Owner or household member of an Owner;

(viii) include an endorsement precluding cancellation, invalidation, suspension or non-renewal by the insurer on account of any one or more individual Owners or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; and

(ix) include an endorsement precluding cancellation, invalidation or condition to recovery under the policy on account of any act or omission of any one or more individual Owners, unless such Owner is acting within the scope of such Owner's authority on behalf of the Association.

(B) Desirable Policy Components In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide:

(i) a waiver of subrogation as to any claims against the Association's Board, officers, employees and its manager, the Owners and their tenants, servants, agents and guests;

(ii) a waiver of the insurer's rights to repair and reconstruct instead of paying cash;

(iii) an endorsement excluding Owners' individual policies from consideration under any "other insurance" clause;

(iv) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non- renewal;

(v) a cross liability provision; and

(vi) a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

7.3.3 Restoring Damaged Improvements. In the event of damage to or destruction of Common Area or other property which the Association is obligated to insure, the Board or the Board's duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repairing or restoring the property to substantially the condition which existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

Damaged improvements on the Common Area shall be repaired or reconstructed unless the Members representing at least seventy-five percent (75%) of the total Class A votes in the Association and the Class B Member, if any, decide within sixty (60) days after the loss not to repair or reconstruct. If either the insurance proceeds or estimates of the loss or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

If a decision is made not to restore the damaged improvements and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Association in a neat and attractive, landscaped condition consistent with Scissortail General Standards.

Any insurance proceeds remaining after paying the costs of repair or reconstruction or after such settlement as is necessary and appropriate, shall be retained by the Association for the benefit of the Members or the Owners of Lots within the insured Community, as appropriate and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot.

If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Members, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage under Section 7.3.1 of this Declaration.

7.4 Compliance and Enforcement.

Every Owner (including Builders) and occupant of a Lot shall at all times comply with the Governing Documents. The Board may impose sanctions for violation of the Governing Documents after notice and a hearing in accordance with the procedures set forth in Section 3.24 of the Bylaws. Such sanctions may include, without limitation:

(i) imposing reasonable monetary fines which shall constitute a lien on the violator's Lot. (In the event that any occupant, guest or invitee of a Lot violates the Governing Documents and a fine is imposed, the fine shall first be assessed against the violator, but if the fine is not paid by the violator within the time period set by the Board, the Owner shall pay the fine on notice from the Board);

(ii) suspending an Owner's right to vote in all matters;

(iii) suspending any Person's right to use any recreational facilities within the Common Area; provided, however, nothing herein shall authorize the Board to limit ingress or egress to or from a Lot;

(iv) suspending any services provided by the Association to an Owner or the Owner's Lot if the Owner is more than thirty (30) days delinquent in paying any assessment or other charge owed to the Association;

(v) exercising self-help or taking action to abate any violation of the Governing Documents in a non-emergency situation;

(vi) requiring an Owner, at the Owner's expense, to remove any structure or improvement on such Owner's Lot in violation of Article 4 of this Declaration and to restore the Lot to its previous condition and, on failure of the Owner to do so, the Board or the Board's designee shall have the

right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed and any such action shall not be deemed a trespass;

(vii) without liability to any Person, prohibiting any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of Article 4 of this Declaration from continuing or performing any further activities in Scissortail; and

(viii) levying Specific Assessments to cover costs incurred by the Association to bring a Lot into compliance with the Governing Documents.

In addition, the Board may take the following enforcement procedures to ensure compliance with the Governing Documents without the necessity of compliance with the procedures set forth in Section 3.24 of the Bylaws; exercising self-help in any emergency situation (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations); and bringing suit at law or in equity to enjoin any violation or to recover monetary damages or both.

In addition to any other enforcement rights, if an Owner fails properly to perform such Owner's maintenance responsibility, the Association may Record a notice of violation or perform such maintenance responsibilities and assess all costs incurred by the Association against the Lot and the Owner as a Specific Assessment. Except in an emergency situation, determined in the sole discretion of the Board, the Association shall provide the Owner with reasonable notice and an opportunity to cure the problem prior to taking such enforcement action.

All remedies set forth in the Governing Documents shall be cumulative of any remedies available at law or in equity. In any action to enforce the Governing Documents, if the Association prevails, the Association shall be entitled to recover all costs, including, without limitation, attorneys' fees and court costs, reasonably incurred in such action.

The Association shall not be obligated to take any action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

The Association, by agreement, may, but shall not be obligated to, enforce applicable city and county ordinances and may, but shall not be obligated to, permit Benton County or the City of Rogers to enforce ordinances within the Properties for the benefit of the Association and the Members.

While conducting the business affairs of the Association, the Board shall act within the scope of the Governing Documents and in good faith to further the legitimate interests of the Association and the Members. In fulfilling the Board's governance responsibilities, the Board's actions shall be governed and tested by the rule of reasonableness. The Board shall exercise the Board's power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

7.5 Implied Rights; Board Authority.

The Association may exercise any right or privilege expressly given to the Association by the Governing Documents or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents or by law, all rights and powers of the Association may be exercised by the Board without a vote of the membership.

7.6 Indemnification of Officers, Directors and Others.

Subject to Arkansas law, the Association shall indemnify every officer, Director, third party management company, and committee member, including the Design Review Board aagainst all damages and expenses, including legal fees, reasonably incurred in connection with any claim, action, suit or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, Director or committee member, except that such obligation to indemnify shall be limited to those actions for which liability is limited under this section.

The officers, Directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct or bad faith. The officers and Directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or Directors may also be Members of the Association).

The Association shall indemnify and forever hold each such officer, Director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. This right to indemnification shall not be exclusive of any other rights to which any present or former officer, Director or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

7.7 Security.

The Association may, but shall not be obligated to, maintain or support certain activities at Scissortail designed to enhance the security of Scissortail. Neither the Association nor Declarant are insurers or guarantors of security at Scissortail, nor shall either be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

The Association and Declarant make no representation or warranty that any systems or measures, including any mechanism or system for limiting access to Scissortail, cannot be compromised or circumvented or that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform such Owner's tenants and all occupants of the Owner's Lot that the Association, its Board and committee members and Declarant are not insurers and that each Person at Scissortail assumes all risks of personal injury and loss or damage to property, including Lots and the contents of Lots, resulting from acts of third parties.

7.8 Powers of the Association Relating to Communities.

The Association shall have the power to veto any action taken or contemplated to be taken by any Community which the Board reasonably determines to be adverse to the interests of the Association or the Members or inconsistent with the Scissortail General Standards. The Association also shall have the power to require specific action to be taken by any Community in connection with the Association's obligations and responsibilities, such as requiring specific maintenance or repairs or aesthetic changes to be effectuated and requiring that a proposed budget include certain items and that expenditures be made therefor.

A Community shall take the action specified by the Association in a written notice within the reasonable time frame set by the Association in the notice. If the Community fails to comply, the Association shall have the right to take such action on behalf of the Community and levy Specific Assessments to cover the costs thereof, as well as an administrative charge and sanctions.

7.9 Provision of Services.

The Board may enter into and terminate contracts or agreements with other entities, including Declarant, to provide services to and facilities for the Members and their guests, lessees and invitees; the Board may charge use and consumption fees for such services and facilities. By way of example, some services and facilities which might be offered include landscape maintenance, pest control service, cable television service, security, caretaker, transportation, snow or debris removal, fire protection, utilities and similar services and facilities. Services specifically provided to Lots comprising a Community or multiple Communities shall constitute Community Expenses for those Communities receiving the services only. Notwithstanding the foregoing, Declarant has made a capitol expenditure on behalf of all prospective Owners so as to ensure each lot has f iber optic access. Declarant and the Association have entered into a reimbursement agreement whereby, Declarant will be repaid for its investment over a twenty (20) year period by a special month assessment.

7.10 Facilities and Services Not Open to the Public.

Certain facilities and areas within the Common Area shall not be open for the use and enjoyment of the public. Such facilities and areas include, by way of example: greenbelts, trails and paths, parks and other neighborhood spots at which to gather and interact and roads, sidewalks, medians and parking lots; provided, however,. Declarant may designate some areas and facilities as open to the public at the time Declarant makes such facilities or areas a part of the Common Area or the Board may so designate at any time thereafter.

7.11 Association's Responsibility with Respect to Transfer of Lots.

If required by law, the Association shall furnish to the purchaser of a Lot, within seven (7) days after receipt of notice of a pending sale of the Lot given in accordance with Article 16 of this Declaration, a copy of the Governing Documents, if not otherwise received by the purchaser in connection with such sale and a dated document containing the following:

(i) the telephone number and address of a principal contact for the Association, as designated by the Board;

(ii) the amount of all assessments, fees or charges then owed by the seller of the Lot;

(iii) a statement regarding whether any portion of the subject Lot is covered by insurance the Association maintains;

(iv) a statement regarding whether the Association has any knowledge of any alterations or improvements to the Lot that violate any provision of this Declaration;

(v) a statement as to whether the Association has knowledge of any violations of local health or building codes with respect to the Lot; and

(vi) a statement of case names and case numbers for pending litigation with respect to the Lot filed by the Association against the Member or filed by the Member against the Association.

The Association may charge a fee to cover the costs the Association incurs in preparing any document required by this section.

Article 8 Association Finances.

8.1 Budgeting and Allocating Common Expenses.

Prior to or contemporaneous with the invoicing of assessments, the Board shall prepare a budget of the estimated Common Expenses for the coming year, including any contributions to be made to a reserve fund pursuant to Section 8.3 of this Declaration. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and the amount to be generated through the levy of Base Assessments and Special Assessments against the Lots, as authorized in Section 8.6 of this Declaration; provided, however, at no time shall the Declarant be liable for Assessments of any kind.

The Association, through the Board, is authorized to levy Base Assessments, in accordance with the initial amounts set forth in Exhibit E, or by some other formula adopted by the Board, against all Lots subject to assessment under Section 8.6 of this Declaration to fund the Common Expenses. In determining the Base Assessment rate per Lot, the Board may consider any assessment income expected to be generated from any additional Lots reasonably anticipated to become subject to assessment during the fiscal year. Notwithstanding the foregoing, the Board may vote to exempt one or more Lots from Base Assessments so long as all of the Lots are owned by the same Owner and the combined Lots are part of one integrated estate (and the application for approval of a dwelling unit reflects the combined Lots) supporting one single family dwelling unit. If at any time one or more of the Lots is conveyed to a third party, the conveyed Lot shall immediately become subject to all Assessments.

The Board shall send a copy of the final budget, together with notice of the amount of the Base Assessment to be levied pursuant to such budget, to each Owner. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Section 2.4 of the Bylaws, which petition must be presented to the Board within ten (10) days after delivery of the budget and notice of any assessment.

If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget (and Assessments) most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Assessments from time to time during the year, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above. Notwithstanding any provision to the contrary, the Board may, in the Board's sole discretion, increase the Base Assessment, provided such increase is uniform to all Lots and is no greater than twenty percent (20%) in any fiscal year.

8.2 Budgeting and Allocating Community Expenses.

At the same time as the Association-wide budget, if necessary, the Board shall prepare a separate budget covering the estimated Community Expenses for each Community on whose behalf specific Community Expenses are expected to be incurred during the coming year. Each such budget shall include any costs for additional services or a higher level of services which the Owners in such Community have approved pursuant to Section 6.4.1 of this Declaration and any contribution to be made to a reserve fund pursuant to Section 8.3 of this Declaration. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from prior years, any income expected from sources other than assessments levied against the Lots and the amount required to be generated through the levy of Community and Special Assessments against the Lots in that Community.

The Association, through the Board, is authorized to levy Community Assessments, in accordance with the formula set forth in Exhibit E, or by some other formula, against all Lots in any or all of the Communities which are subject to assessment under Section 8.6 of this Declaration to fund Community Expenses; provided, if so specified in the applicable Supplemental Declaration or if so directed by petition signed by a majority of the Owners within that Community, any portion of the assessment intended for exterior maintenance of structures, insurance on structures or replacement reserves which pertain to particular structures shall be levied on each of the benefited Lots in proportion to the benefit received.

The Board shall cause a copy of the Community budget and notice of the amount of the Community Assessment for the coming year to be delivered to each Owner in the Community together with any invoice for Base or Community Assessments. Such budget and assessment shall become effective unless disapproved at a meeting of the Community by Owners of a majority of the Lots in the Community to which the Community Assessment applies. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least ten percent (10%) of the Lots in that Community. This right to disapprove shall only apply to those line items in the Community budget which are attributable to services requested by the Community and shall not apply to any item which the Governing Documents require to be assessed as a Community Assessment.

If the proposed budget for any Community is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

The Board may revise the budget for any Community and the amount of any Community Assessment from time to time during the year, subject to the notice requirements and the right of the Owners of Lots in the affected Community to disapprove the revised budget as set forth above.

8.3 Budgeting for Reserves.

The Board shall prepare and review at least annually reserve budgets for, respectively, the Common Area and for each Community for which the Association maintains capital items as a Community Expense. The budgets shall take into account the number and nature of replaceable assets, the expected life of each asset and the expected repair or replacement cost. The Board shall include in the Common Expense budget adopted pursuant to Section 8.1 of this Declaration and the Community Expense budgets adopted pursuant to Section 8.2 of this Declaration, as appropriate, capital contributions to fund reserves in amounts sufficient to meet projected needs with respect both to amount and timing by annual contributions over the applicable budget period.

8.4 Special Assessments.

In addition to other authorized assessments, the Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of the amount budgeted included expenses for storm water maintenance facilities as discussed in Section 7.2(B). Any such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses or against the Lots within any Community if such Special Assessment is for Community Expenses. The Association shall levy any Special Assessment in accordance with the formula set forth in Exhibit "E." Except as otherwise specifically provided in this Declaration, any Special Assessment shall require the affirmative vote or written consent of Members (if a Common Expense) or Community Owners (if a Community Expense) representing more than fifty percent (50%) of the total votes allocated to Lots which will be subject to such Special Assessment and the affirmative vote or written consent of the Class B Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

8.5 Specific Assessments.

The Association shall have the power to levy Specific Assessments against a particular Lot or Lots as follows:

(1) to cover the costs, including overhead and administrative costs, of providing services to a Lot on request of an Owner pursuant to any menu of special services which may be offered by the Association (which might include the items identified in Section 7.9 of this Declaration). Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(2) to cover costs incurred in bringing a Lot into compliance with the Governing Documents or costs incurred as a consequence of the conduct of the Owner or occupants of a Lot, their agents, contractors, employees, licensees, invitees or guests; provided, the Board shall give the Lot Owner prior written notice and an opportunity for a hearing, in accordance with Section 3.24 of the Bylaws, before levying any Specific Assessment under this subsection (2).

The Association may levy a Specific Assessment against the Lots within any Community to reimburse the Association for costs incurred in bringing the Community into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners of Lots in or the Community Board Member representing, the Community and an opportunity for such Owners or Community Board Member to be heard before levying any such assessment.

8.6 Authority to Assess Owners; Time of Payment.

The Declarant hereby establishes and the Association is hereby authorized to levy assessments as provided for in this Article and elsewhere in the Governing Documents. The obligation to pay assessments shall commence on Recording of this Declaration with the Circuit Clerk of Benton County, Arkansas.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments at the closing of the transfer of title to a Lot and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two (2) or more installments. Unless the Board otherwise provides, the Base Assessment and any Community Assessment shall be due and payable in advance on the first (1st) day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on such Owner's Lot, the Board may require the outstanding balance on all assessments to be paid in full immediately.

8.7 Obligation for Assessments.

8.7.1 Personal Obligation. Each Owner (including any Builder), by accepting a deed or entering into a Recorded contract of sale for any Lot or any other portion of Scissortail, is deemed to covenant and agree to pay all Assessments authorized in the Governing Documents, including Builder Assessments; provided, however, the Assessments provisions of the Governing Documents shall not apply to any lot owned by the Declarant. All Assessments, together with interest such rate as the Board may establish from time to time, subject to the limitations of Arkansas law, late charges as determined by Board resolution, costs and reasonable attorneys' fees, shall be the

personal obligation of each Owner and a lien on each Lot until paid in full. On a transfer of title to a Lot, the grantee shall be jointly and severally liable for any Assessments and other charges due at the time of conveyance.

Failure of the Board to fix Assessment amounts or rates or to deliver or mail each Owner an Assessment notice shall not be deemed a waiver, modification or a release of any Owner from the obligation to pay any of the Assessments. In such event, each Owner shall continue to pay all Assessments on the same basis as during the last year for which an Assessment was made, if any, until a new Assessment is levied, at which time the Association may retroactively assess any shortfalls in collections.

No Owner may exempt themselves from liability for Assessments by non-use of Common Area, abandonment of a Lot asserting that there are no structures or improvements on the Lot, or any other means. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed for any alleged failure of the Association to take some action or perform some function required of it or for inconvenience or discomfort arising from the making of repairs or improvements or from any other action it takes.

The Association shall, on written request from an Owner, Mortgagee or other Person designated by the Owner, furnish a certificate, in recordable form, signed by an officer of the Association setting forth whether Assessments for such Owner's Lot have been paid and any delinquent amount. Such certificate shall be binding on the Association, the Board and the Owners. If the Association fails to provide such certificate within seven (7) business days after receipt of a written request, any lien for unpaid assessments then due shall be extinguished, if Arkansas law requires extinguishment in such case. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

8.8 Lien for Assessments.

All Assessments and other charges of the Association authorized in this Article or elsewhere in this Declaration shall constitute a lien against the Lot against which they are levied from the time such assessments or charges become delinquent until paid. The lien shall also secure payment of interest (subject to the limitations of Arkansas law), late charges (subject to the limitations of Arkansas law) and costs of collection (including attorneys' fees, lien fees and administrative costs). Such lien shall be superior to all other liens, except those deemed by Arkansas law to be superior. The Association may enforce such lien, when any assessment or other charge is delinquent, by suit, judgment and foreclosure.

The Association may bid for the Lot at the foreclosure sale and acquire, hold, lease, mortgage and convey the Lot. While a Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on the Association's behalf; (b) no assessment shall be levied on the Lot; and (c) each other Lot shall be charged, in addition to the usual assessment, its pro rata share of the assessment that would have been charged had such Lot not been acquired by the Association. The Association may sue an Owner for unpaid Assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent Assessments. However, the sale or transfer of any Lot pursuant to foreclosure of the first Mortgage shall extinguish the lien as to any installments of such Assessments due prior to the Mortgagee's foreclosure. The subsequent Owner to the foreclosed Lot shall not be personally liable for Assessments on such Lot due prior to such acquisition of title. Such unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to assessment under Section 8.6 of this Declaration, including such acquirer, the acquirer's successors and assigns.

Notwithstanding any other provision of this Declaration, no governmental authority or public utility shall be liable for Assessments on any Dedicated Property. Dedicated Property shall include, without implied limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements and easements in favor of the City of Rogers or municipal use property.

If only a portion of a Lot is Dedicated Property, any Assessments which arose prior to the dedication shall remain due and owning against the non-dedicated portion of the Lot. If the entire Lot is Dedicated Property, such

unpaid Assessments shall be deemed to be Common Expenses collectible from Owners of all Lots subject to Assessment under Section 8.6 of this Declaration.

In the event that a lien exists on any Dedicated Property: (a) if only a portion of the Lot is Dedicated Property, the lien shall remain in effect with respect to the undedicated portion of the Lot and shall terminate with respect to the Dedicated Property; or (b) if the entire Lot is Dedicated Property, the lien shall terminate with respect to the entire Lot.

8.9 Exempt Property.

Notwithstanding any provision to the contrary in the Governing Documents, the following property shall be exempt from payment of any Assessment including any Base Assessments, Community Assessments, Special Assessments, Specific Assessments, or Specific Assessments:

(i) all Common Area and such portions of the property owned by Declarant as are included in the Common Area pursuant to Section 7.2 of this Declaration;

(ii) any and all Dedicated Property including, without implied limitation, such areas created by or dedicated in the form of easements, including, perpetual easements, tract easements and easements in favor of the City of Rogers or property identified on the Development Plan as municipal use property;

(iii) property owned by any Community for the common use and enjoyment of the Members or owned by the Members of a Community as tenants-in-common, and

(iv) all property (including lots) held by the Declarant, the Declarant's successors and assigns, provided further that the Declarant, the Declarant's successors and assigns shall be exempt from Specific Assessments and Reserve Assessments.

In addition, Declarant and/or the Association shall have the right, but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

8.10 Limitation on Increases of Assessments.

Notwithstanding any provision to the contrary, the Board may not impose an Assessment increase exceeding that allowable under Arkansas law.

[END OF PART THREE]

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PART FOUR: DEVELOPMENT OF THE COMMUNITIES

This Declaration reserves various rights to the Declarant in order to facilitate the smooth and orderly development of Scissortail and to accommodate changes in the Development Plan which inevitably will occur as Scissortail grows and matures.

Article 9 Expansion of Scissortail Subdivision

9.1 Expansion by Declarant.

The Declarant may, from time to time subject to the provisions of this Declaration, annex additional real property to the Properties by Recording a Supplemental Declaration describing the additional property to be subjected. A Supplemental Declaration Recorded pursuant to this section shall not require the consent of any Person except the owner of such property, if other than Declarant.

Declarant's right to expand Scissortail pursuant to this section shall expire the lots subject to this Declaration has been conveyed or forty (40) years after the Recording of this Declaration, whichever is earlier. Until then, Declarant may transfer or assign this right to annex property to any Person who is a purchaser of any portion of the Properties. Declarant shall memorialize such transfer in a Recorded document.

Nothing in this Declaration shall be construed to require Declarant or any successor to subject additional property to this Declaration or to develop any of the Properties in any manner whatsoever.

9.2 Expansion by the Association.

In addition to the rights granted in Section 9.1, the Association may subject additional property to the provisions of this Declaration by Recording a Supplemental Declaration describing the additional property. Any such Supplemental Declaration shall require the affirmative vote of Members representing more than fifty percent (50%) of the Class A votes of the Association represented at a meeting duly called for such purpose and the consent of the owner of the property. In addition, so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration, the written consent of Declarant shall be necessary. The Supplemental Declaration shall be signed by the President and Secretary of the Association, by the owner of the property and by Declarant, if Declarant's consent is necessary.

9.3 Additional Covenants and Easements.

Declarant may subject any portion of Scissortail to additional covenants and easements, including covenants obligating the Association to maintain and insure such property and authorizing the Association to recover its costs through assessments. Such additional covenants and easements may be set forth either in a Supplemental Declaration subjecting such property to this Declaration or in a separate Supplemental Declaration referencing property previously subjected to this Declaration. If the property is owned by someone other than Declarant, then the consent of the Owner(s) shall be necessary and shall be evidenced by their execution of the Supplemental Declaration. Any such Supplemental Declaration may supplement, create exceptions to or otherwise modify the terms of this Declaration as it applies to the subject property in order to reflect the different character and intended use of such property.

9.4 Effect of Recording Supplemental Declaration.

A Supplemental Declaration shall be effective on Recording unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and assessment liability in accordance with the provisions of this Declaration.

Article 10 Additional Rights Reserved to Declarant.

10.1 Withdrawal of Property.

Declarant reserves the right to amend this Declaration, so long as the Declarant has a right to annex additional property pursuant to Section 9.1 of this Declaration, for the purpose of removing from the coverage of this Declaration any portion of Scissortail which has not yet been improved with structures. Such amendment shall

not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if such Owner is not Declarant. If the property to be withdrawn is Common Area, the Association shall consent to such withdrawal.

10.2 Marketing and Sales Activities.

Declarant and Builders authorized by Declarant may construct and maintain on portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of Lots, including, but not limited to, business offices, signs, model units and sales offices. Declarant and authorized Builders shall have a license with an interest for access to and use of such facilities. Declarant shall retain the exclusive right to approve the size, content, location, design and colors of any and all signage or promotional materials used by any Person who is marketing or offering any lot for sale.

10.3 Right to Develop.

Declarant and the Declarant's employees, agents and designees shall have a right of access and use and an easement over and on all of the Common Area for the purpose of making, constructing and installing such improvements to the Common Area as it deems appropriate in its sole discretion.

Every Person that acquires any interest in Scissortail acknowledges that Scissortail is a planned community, the development of which is likely to extend over many years and agrees not to use Association funds to protest, challenge or otherwise object to: (a) changes in uses or density of property outside the Community in which such Person holds an interest; or (b) changes in the Development Plan as it relates to property outside the Community in which such Person holds an interest. To be clear, no Association funds shall be used to challenge, protest, object to or otherwise interfere with the Declarant's development activities in Scissortail.

10.4 Right to Approve Changes in Standards.

No amendment to or modification of any Use Restrictions and Rules shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration.

10.5 Right to Transfer or Assign Declarant Rights.

Any special rights and obligations of Declarant set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless reduced to a written document signed by Declarant and duly Recorded. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise, on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise.

10.6 Exclusive Rights to use Name of Development.

No Person shall use the name "Scissortail" or any derivative of such name in any printed, electronic or promotional material without Declarant's prior written consent. However, Owners may use the name "Scissortail" in printed or promotional matter where such term is used solely to specify that particular property is located at Scissortail and the Association shall be entitled to use the word "Scissortail" in its name.

10.7 Termination of Rights.

The rights contained in this Article shall not terminate until the earlier of: (a) the date of termination of the Class B Control Period pursuant to Section 9.1 of this Declaration; or (b) Recording by Declarant, in the sole discretion of the Declarant, of a written statement terminating such rights.

[END OF PART FOUR]

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PART FIVE: PROPERTY RIGHTS WITHIN THE DEVELOPMENT

The nature of living in a planned community, with its wide array of properties and development types and ongoing development activity, requires the creation of special property rights and provisions to address the needs and responsibilities of the Owners, Declarant, the Association and others in or adjacent to the development.

Article 11 Easements.

11.1 Easements in Common Area.

Declarant grants to each Owner a nonexclusive right and easement of use, access and enjoyment in and to the Common Area, subject to:

(i) The Governing Documents and any other applicable covenants;

(ii) Any restrictions or limitations contained in any deed conveying such property to the Association;

(iii) The Board's right to:

(a) adopt rules regulating the use and enjoyment of the Common Area, including rules limiting the number of guests who may use the Common Area;

(b) suspend the right of an Owner to use recreational facilities within the Common Area: (a) for any period during which any charge against such Owner's Lot remains delinquent; and (b) for a period not to exceed thirty (30) days for a single violation or for a longer period in the case of any continuing violation, of Governing Documents after notice and a hearing pursuant to Section 3.24 of the Bylaws;

(c) dedicate or transfer all or any part of the Common Area, subject to such approval requirements as may be set forth in this Declaration;

(d) impose reasonable membership requirements and charge reasonable admission or other use fees for the use of any recreational facility situated on the Common Area;

(e) permit use of any recreational facilities situated on the Common Area by persons other than Owners, their families, lessees and guests on payment of use fees established by the Board;

(f) mortgage, pledge or hypothecate any or all of the Association's real or personal property as security for money borrowed or debts incurred;

(g) designate certain areas and facilities within the Common Area as open for the use and enjoyment of the public in accordance with Section 7.10 of this Declaration; and

(h) limit the use of those portions of the Common Area designated as "Community Common Areas," as described in Article 12 of this Declaration to the exclusive use of Owners within that Community and their family members, guests and invitees.

Any Owner may extend the rights of use and enjoyment hereunder to the members of such Owner's family, lessees and social invitees, as applicable, subject to reasonable regulation by the Board. An Owner who leases a Lot shall be deemed to have assigned all such rights to the lessee of such Lot for the period of the lease.

Declarant, so long as Declarant owns any of the Properties and the Association shall have the right to grant easements in and to the Common Area to any service provider or third-party contractor as may be necessary, in the sole discretion of Declarant or the Association, in connection with such service provider's or contractor's provision of services to Scissortail. Any such easements shall be subject to any limitations or restrictions placed on the easement by the grantor. The grantor of such easements, either Declarant or the Association, shall have the right to require specifically that the party exercising the easements, after exercising the easement, take restorative or ameliorative action with respect to the burdened property.

11.2 Easements of Encroachment.

Declarant grants reciprocal appurtenant easements of encroachment and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of or with the knowledge and consent of, the Person claiming the benefit of such easement.

11.3 Easements for Utilities, Etc.

(A) The Properties shall be subject to such easements as are set forth in any and all separate, duly Recorded documents, including without implied limitation, any and all applicable subdivision plats, maps of dedication, easements and easement agreements, subject to such terms, conditions, limitations or restrictions as may be set forth in such separate documents. Such easements may include (but shall not be required to include) easements for ingress and egress, private streets, public and private paths and trails, access for maintenance purposes, drainage and storm drains, landscape irrigation, private and public utilities, open space and visibility, emergency vehicle and service vehicle access. Declarant and the Association, for themselves and their respect successors and assigns, each reserve the right to grant, convey and dedicate over, on, beneath and across any land owned by either, any and all easements deemed appropriate, whether in favor of any governmental entity, including the City of Rogers and Benton County, any public or private utility company or any other third party, on such terms and subject to such conditions, limitations or restrictions as may be necessary or appropriate to carry out the purpose of such easement.

(B) Declarant also reserves for itself and grants to the Association the non-exclusive right and power to grant and Record such specific easements as may be necessary, in the sole discretion of Declarant or the Association, as applicable, in connection with the orderly development of any of the Properties, provided, the Association shall have such right and power only with respect to property that has been subjected to this Declaration in accordance with Article 9 of this Declaration and only with respect to any Common Area that is owned by Declarant or the Association, as applicable.

(C) All work associated with the exercise of the easements described in subsections (A) and (B) of this section shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The grantor of the easements described in subsection (A) or (B), either Declarant or the Association, shall have the right to require specifically that the party exercising the easement, after exercising the easement, take restorative or ameliorative action with respect to the burdened property. On completion of the work, the Person exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of these easements shall not extend to permitting entry into the structures on any Lot, nor shall it unreasonably interfere with the use of any Lot and, except in an emergency, entry onto any Lot shall be made only after reasonable notice to the Owner or occupant.

11.4 Easements to Serve Additional Property.

Declarant reserves for itself and its duly authorized agents, successors, assigns and mortgagees, an easement over the Association Common Area for the purposes of enjoyment, use, access and development of the property described in Exhibit B, whether or not such property is made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities on such property.

Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of their actions in connection with development of such property. In the event of any such damage to the property, whether to natural conditions or structures and regardless of whether such damage is the result of negligent, willful or any other type of action, Declarant or its successors or assigns, whichever is appropriate, shall repair such property and shall restore it to the condition which existed prior to the occurrence of the damage or to the condition any governmental entity having jurisdiction requires, whichever standard is stricter. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof benefiting from such easement is not made subject to this Declaration, Declarant, its successors

or assigns shall enter into a reasonable agreement with the Association to share the cost of any maintenance which the Association provides to or along any roadway providing access to such property.

11.5 Easements for Maintenance, Emergency and Enforcement.

Declarant reserves to itself and grants to the Association easements over Scissortail as necessary to enable the Association to fulfill its maintenance responsibilities under Section 7.2 of this Declaration. The Association shall also have the right, but not the obligation, to enter on any Lot for emergency, security and safety reasons, to perform maintenance and to inspect for the purpose of ensuring compliance with and enforce Governing Documents; provided, however, except to avoid imminent threat of personal injury or property damage, entry into any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the consent of the Owner or occupant, which consent shall not unreasonably be withheld.

11.6 Easements for Irrigation, Detention/Retention Maintenance and Flood Water.

To the extent that any lakes, ponds, channels, detention ponds, retention areas, collections of storm water drainage (collectively, **Detention/Retention Area**) is located within the Common Area, this Declaration creates, in favor of Declarant and the Association as well as their successors, assigns and designees, the nonexclusive right and easement, but not the obligation, to enter on any Detention/Retention Area located within the Common Area to: (a) install, operate, maintain and replace pumps to supply irrigation water to the Common Area; (b) construct, maintain and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Scissortail General Standards.

To the extent that any Detention/Retention Area is located within the Common Area, this Declaration creates in favor of the Association and its successors, assigns and designees, the nonexclusive right and easement to enter on any Detention/Retention Area located within the Common Area to: (a) install, operate, maintain and replace pumps to supply Detention/ Retention Area to the Common Area; (b) construct, maintain and repair structures and equipment used for retaining water; and (c) maintain such areas in a manner consistent with the Scissortail General Standards.

Declarant, the Association and their successors, assigns and designees shall have an access easement over and across any of Scissortail abutting or containing any Detention/Retention Area to the extent reasonably necessary to exercise their rights under this section.

Declarant reserves for itself, the Association and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not the dwellings thereon) adjacent to or within one hundred (100) feet of any Detention/Retention Area at Scissortail, in order to: (a) alter in any manner and generally maintain any irrigation lake within the Common Area; and (b) maintain and landscape the slopes and banks pertaining to such areas. All persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Declarant, the Association or any other Person liable for damage or injury resulting from flooding or surface runoff due to rainfall or other natural occurrences.

11.7 Easements for Drainage Areas.

This Declaration creates in favor of Declarant, so long as Declarant owns any of the Properties and the Association and their successors, assigns and designees, the nonexclusive right and easement to enter on drainage ways, drainage culverts, natural drainage areas, washes and wash areas, other areas at Scissortail, including areas within Lots, used to drain surface runoff and flood waters and any improvements and equipment installed or used in connection therewith (collectively, "**Drainage Areas**") to install, maintain, repair and replace such areas and property. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld. No Owner shall take any action or allow any action to be taken on their Lot that would alter the drainage of surface water from their Lot onto any other Lot or the Common Area.

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11.8 Easements for Screening and Fencing.

This Declaration creates in favor of Declarant, so long as Declarant owns any the Properties and the Association and their successors, assigns and designees, the nonexclusive right and easement to enter on Lots and other areas within Scissortail, on which screening and fencing has been installed for the purpose of improving the aesthetic quality of Scissortail. Except to avoid imminent threat of personal injury or property damage, entry onto any portion of any property not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's or occupant's consent, which consent shall not unreasonably be withheld.

11.9 Mineral Rights - Exception.

It is expressly agreed and understood that the title conveyed by Declarant to any Lot by deed or other conveyance shall not in any event be held or construed to include the title to any oil, gas, coal, lignite, uranium, iron ore or any other minerals, water (surface or underground), gas, sewer, storm sewer, electric light, electric power, telegraph or telephone lines, poles or conduits or any utility or appurtenances thereto constructed by or under authority of Declarant or its agents or Utility Companies through, along or on said easements or any part thereof to serve said Lot or any other portion of the Properties. Declarant hereby expressly reserves the right to maintain, repair, sell or lease such lines, utilities, drainage facilities and appurtenances to any Utility Company or to any other party. Notwithstanding the fact that the title conveyed by Declarant to any Lot by deed or other conveyances shall not be construed to include the title to oil, gas, coal, lignite, uranium, iron ore or any other minerals, neither Declarant nor any Owner shall have surface access to the Properties for mineral purposes.

[END OF PART FIVE]

PART SIX: RELATIONSHIPS WITHIN AND OUTSIDE THE DEVELOPMENT

The growth and success of Scissortail requires good faith efforts to resolve disputes amicably, attention to and understanding of relationships within the community and with its neighbors and protection of the rights of others who have an interest in the community.

Article 12 Dispute Resolution and Limitation on Litigation.

12.1 Consensus for Association Litigation.

Except as provided in this section, the Association shall not commence a judicial or administrative proceeding without the approval at least two-thirds (2/3rds) of the Members eligible to vote a duly called meeting. This section shall not apply, however, to: (a) actions brought by the Association to enforce Governing Documents (including, without implied limitation, the foreclosure of liens); (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against the Association. This section shall not be amended unless such amendment is approved by the percentage of votes and pursuant to the same procedures, necessary to institute proceedings as provided above.

Prior to the Association or any Member commencing any judicial or administrative proceeding to which Declarant is a party and which arises out of an alleged defect at Scissortail or any improvement constructed on Scissortail, Declarant shall have the right to be heard by the Members or the particular Member and to access, inspect, correct the condition of or redesign any portion of Scissortail, including any improvement as to which a defect is alleged. In addition, the Association or the Member shall notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.2 Dispute Resolution and Enforcement.

Subject to Section 13.1 of this Declaration, prior to the Declarant, Association or any Member bringing any judicial or administrative proceeding under the Governing Documents or for a claim against the Declarant, Association or any Member, such Person making a claim shall make a good faith attempt to negotiate in person with the other party, including seeking formal pre-litigation mediation, for the resolution of the dispute. In the event good faith negotiations fail to resolve the dispute, the Person shall thereafter be entitled to sue in any court of competent jurisdiction or to initiate proceedings before any appropriate administrative tribunal on their claim. Each party shall bear its own costs of any mediation, including attorneys' fees and each party shall share equally all charges rendered by any mediator. If the parties agree to a resolution of any claim through negotiation or mediation and any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata) all costs incurred in enforcing such agreement, including, without implied limitation, attorneys' fees and court costs.

Each Owner shall comply strictly with the Governing Documents, including any rules, regulations and resolutions of the Association. Failure to so comply shall be grounds for the taking of such actions elsewhere provided for in the Governing Documents, including, but not limited to, the institution of legal proceedings in an action at law and/or in equity. Should the Declarant or Association engage legal counsel for representation, all costs associated with such engagement, including litigation costs and expenses shall be recovered from the other party, which may be a Specific Assessment if the other party is a Member. No delay, failure or omission on the part of the Declarant or Association in exercising any right, power or remedy provided in these Governing Documents shall be construed as an acquiescence thereto or shall be deemed a waiver of the right to enforce such right, power or remedy thereafter as to the same violation or breach and shall act as no bar to enforcement.

Notwithstanding anything to the contrary set forth in this Declaration, this Section 12.2 does not apply to the City if the City brings an action or asserts a right created under the Governing Documents.

Article 13 Mortgagee Provisions.

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots in the Properties. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

13.1 Notices of Action.

An institutional holder, insurer or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Lot to which the Mortgage relates, thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Properties or which affects any Lot on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder;

(ii) Any delinquency in the payment of assessments or charges owed by a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days or any other violation of the Governing Documents relating to such Lot or the Owner or occupant which is not cured within sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

13.2 Special FHLMC Provision.

So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing Section. Unless at least sixty-seven percent (67%) of the first Mortgagees or Members representing at least sixty-seven percent (67%) of the total Association vote consent, the Association shall not:

(1) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(2) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Lot (a decision, including contracts, by the Board or provisions of any declaration subsequently Recorded on any portion of Scissortail regarding assessments for Communities or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(3) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Lots and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);

(4) Fail to maintain insurance, as required by this Declaration; or

(5) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage on the lapse of an Association policy and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

13.3 Other Provisions for First Lien Holders.

To the extent not inconsistent with Arkansas law:

(A) Any restoration or repair of Scissortail after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

(B) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to Mortgages held by such Eligible Holders are allocated.

13.4 Amendments to Documents.

The following provisions do not apply to amendments to the Governing Documents or to termination of the Association as a result of destruction, damage or condemnation pursuant to Sections 14.3(A) and (B) of this Declaration, to the addition of land in accordance with Article 9 of this Declaration or to Declarant rights under Article 18 of this Declaration:

(A) The consent of Members representing at least sixty-seven percent (67%) of the Class A votes and of Declarant, so long as Declarant owns any land subject to this Declaration and the approval of the Eligible Holders of first Mortgages on Lots to which at least sixty-seven percent (67%) of the votes of Lots subject to a Mortgage appertain, shall be required to terminate the Association.

(B) The consent of Members representing at least sixty-seven percent (67%) of the Class A votes and of Declarant, so long as Declarant owns any land subject to this Declaration and the approval of Eligible Holders of first Mortgages on Lots to which more than fifty percent (50%) of the votes of Lots subject to a Mortgage appertain, shall be required materially to amend any provisions of this Declaration, the Bylaws or the Articles or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

(i) voting;
(ii) assessments, assessment liens or subordination of such liens;
(iii) reserves for maintenance, repair and replacement of the Common Area;
(iv) insurance or fidelity bonds;
(v) rights to use the Common Area;
(vi) responsibility for maintenance and repair of Scissortail;
(vii) expansion or contraction of Scissortail or the addition, annexation or withdrawal of property to or from the Association;
(viii) boundaries of any Lot;
(ix) leasing of Lots;
(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer or otherwise convey his or her Lot;
(xi) establishment of self-management by the Association where professional management has been required by an Eligible Holder; or
(xii) any provisions included in this Declaration, the Bylaws or Articles which are for the express benefit of holders, guarantors or insurers of first Mortgages on Lots.

13.5 No Priority.

No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

13.6 Notice to Association.

On request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Lot.

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13.7 Failure of Mortgagee to Respond.

Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

13.8 Construction of Article 14.

Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, the Bylaws or Arkansas law for any of the acts set out in this Article.

Article 14 Relationship with City of Rogers, Benton County and Media.

The Association, acting through the Board, shall promulgate and implement a process for and shall appoint a member who serves as a single point of contact for the City of Rogers, Benton County, media and members of the public. The responsibilities of such member shall include, without implied limitation, communicating with the City of Rogers regarding maintenance issues within the purview of the Association and answering questions relevant to any matters for which the Association has responsibility or authority.

[END OF PART SIX]

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PART SEVEN: CHANGES IN THE DEVELOPMENT

Communities such as Scissortail are dynamic and constantly evolving as circumstances, technology, needs and desires and laws change, as the resident's age and change over time and as the surrounding community changes. Scissortail and the Governing Documents must be able to adapt to these changes while protecting the special features of Scissortail that make Scissortail unique.

Article 15 Changes in Ownership of Lots.

Any Owner desiring to sell or otherwise transfer title to a Lot shall give the Board at least fourteen (14) days' prior written notice of the name and address of the purchaser or transferee, the date of such transfer of title and such other information as the Board may reasonably require. The transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Owner of the Lot, including assessment obligations, until the date on which such notice is received by the Board or the date title transfers, whichever is later.

Article 16 Changes in Common Area.

16.1 Condemnation.

If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty-seven percent (67%) of the total Class A votes in the Association and of Declarant, as long as Declarant owns any property subject to this Declaration or which may be made subject to the Declaration in accordance with Section 9.1 of this Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice of such taking or conveyance prior to disbursement of any condemnation award or proceeds from such conveyance. Such award or proceeds shall be payable to the Association to be disbursed as set forth in this Article.

If the taking or conveyance involves a portion of the Common Area on which improvements have been constructed, the Association shall restore or replace such improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking, Declarant, so long as Declarant owns any property subject to this Declaration or which may be made subject to this Declaration in accordance with Section 9.1 of this Declaration and Members representing at least seventy-five percent (75%) of the total Class A vote of the Association shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Section 7.3.3 of this Declaration regarding funds for restoring improvements shall apply.

If the taking or conveyance does not involve any improvements on the Common Area or if a decision is made not to repair or restore or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

16.2 Partition.

Except as permitted in this Declaration, the Common Area shall remain undivided and no Person shall bring any action to partition any portion of the Common Area without the written consent of all Owners and Mortgagees. This section shall not prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring and disposing of real property which may or may not be subject to this Declaration.

16.3 Transfer or Dedication of Common Area.

The Association, acting through the Board, may dedicate portions of the Common Area to the City of Rogers, Benton County or to any other local, state or federal governmental or quasi-governmental entity.

Article 17 Amendment of Declaration.

17.1 By Declarant.

In addition to specific amendment rights granted elsewhere in this Declaration and without restriction by any term within this Declaration, until termination of the Class B membership, Declarant may unilaterally amend

this Declaration for any purpose and at any time, including during restrictive periods. Thereafter, Declarant may unilaterally amend this Declaration if such amendment is necessary: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots; or (d) to satisfy the requirements of any local, state or federal governmental agency.

Any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent in writing. In addition, so long as Declarant owns any of the Properties, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect on any right of any Owner.

17.2 By Members.

Except as otherwise specifically provided above and elsewhere in this Declaration, this Declaration may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing seventy-five percent (75%) of the total Class A votes in the Association, including seventy-five percent (75%) of the Class A votes held by Members other than Declarant and the consent of Declarant, so long as Declarant owns any property subject to this Declaration or which may become subject to this Declaration in accordance with Section 9.1 of this Declaration. In addition, the approval requirements set forth in Article 14 of this Declaration shall be met, if applicable.

Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

17.3 Validity and Effective Date.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant or the Class B Member, respectively (or the assignee of such right or privilege).

If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Any amendment shall become effective on Recording, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of Recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

17.4 Exhibits.

Exhibits A, B, C, D and E attached to this Declaration are incorporated by this reference and amendment of such exhibits shall be governed by this Article. All other exhibits are attached for informational purposes and may be amended as provided therein or in the provisions of this Declaration which refer to such exhibits.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration the date and year first written above on the signature blocks below.

SCISSORTAIL PARTNERS, LLC,
an Arkansas limited liability company

By_____
Robert David, Manager of Moraine Properties, LLC,
Manager of Scissortail Partners, LLC

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF Benton)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, the within named **ROBERT DAVID**, to me personally well known, who stated that he was the Manager of Moraine Properties, LLC, manager of **SCISSORTAIL PARTNERS, LLC,** an Arkansas limited liability company, and stated and acknowledged that he had so signed, executed and delivered the foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 26 day of April, 2017

_____
Notary Public

My Commission Expires:

Aug 2, 2024

STATE OF ARKANSAS NOTARY PUBLIC
JULIE VAUGHT
MY COMMISSION # 12399941
EXPIRES: August 2, 2024
Washington County

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EXHIBIT A

Real Property

Lots 1 through 268 of Scissortail Subdivision, an Addition to the City of Rogers, Benton County, Arkansas

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EXHIBIT B

Additional Land Subject to Future Annexation

To be provided through the Declarant's subsequent filing (and amendment to this Exhibit B) of an amendment to these Declarations as set out in Section 1.2.

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EXHIBIT C

Initial Use Restrictions and Rules for Scissortail

The following Use Restrictions and Rules for Scissortail attached to and made a part of the Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community to the City of Rogers, Benton County, Arkansas (the "**Declaration**") shall apply to all of Scissortail (the "**Development**") until such time as amended, modified, repealed or limited by rules of the Association adopted pursuant to Article 3 of the Declaration. Unless otherwise defined herein, words bearing initial capital letters or references to Exhibits shall have the meanings given them in the Declaration.

1. General. Scissortail shall be used only for single-family residential purposes and related purposes (which may include, without implied limitation, an information center and/or a sales office for Declarant's personnel or for any real estate broker retained by the Declarant to assist in the sale of real property described in Exhibits A or B, offices for any property manager retained by the Association or business offices for the Declarant or the Association) consistent with the Declaration and any Supplemental Declaration. As used herein, the term "**single family residential purposes**" shall be deemed to specifically prohibit, without implied limitation, the use of any Lot for a duplex apartment, a garage apartment or any other apartment, or for any multi-family use or for any business, professional or other commercial activity of any type, unless such business, professional or commercial activity is unobtrusive and merely incidental to the primary use of the Lot and the residential dwelling constructed on such Lot (Residential Dwelling). The term "single family residential purposes" shall also be defined as: (a) one (1) or more individuals related by blood, marriage or adoption, which may include only parents, their children (including foster children and wards), their dependent brothers and sisters, their dependent parents and their dependent grandparents; (b) no more than two (2) unrelated individuals living together as a single housekeeping unit and their children (including foster children and wards), their dependent brothers or sisters, their dependent parents and their dependent grandparents; and (c) in no event shall any Residential Dwelling be occupied by more individuals than the product of the total number of bedrooms contained in the Residential Dwelling multiplied by two (2). No Owner shall use or permit such Owner's Lot or Residential Dwelling to be used for any purpose that would: (i) void any insurance in force with respect to the Properties; (ii) make it impossible to obtain any insurance required by this Declaration; (iii) constitute a public or private nuisance, which determination may be made by the Board in the Board's sole discretion; (iv) constitute a violation of this Declaration or any applicable law; (v) unreasonably interfere with the use and occupancy of the Properties by other Owners; or (vi) generate an unreasonable amount of vehicular traffic within the Properties.

2. Restrictions. The following activities are prohibited at Scissortail unless expressly authorized by and then subject to such conditions as may be imposed by the Board:

2.1 Parking; Vehicles. Except as otherwise provided in this Declaration, no Owner, lessee, tenant or occupant of a Lot, including all individuals who reside with such Owner, lessee or occupant on the Lot, shall park, keep or store any passenger vehicle, pick-up truck, van, race car trailer, box trailer, bus, farm equipment, tractor trailer, flatbed trailer or other type of vehicle or trailer on a street or on a driveway within the Development for a period for longer than twenty four (24) consecutive hours. For purposes of this Declaration, the term "**passenger vehicle**" is limited to any vehicle which displays a passenger vehicle license plate issued by the State of Arkansas or which, if displaying a license plate issued by another state, would be eligible to obtain a passenger vehicle license plate from the State of Arkansas, and the term "**pick-up truck**" is limited to up to a three quarter (3/4) ton capacity pick-up truck which has not been adapted or modified for commercial use. The Association shall have the right to cause any vehicle in violation of any of the foregoing restrictions to be towed in the manner provided in the Arkansas Transportation Code." No passenger vehicle, pick-up truck, commercial vehicle, mobile home trailer, recreational vehicle, boat or other vehicle of any kind shall be constructed, reconstructed or repaired (including, without implied limitation, oil changes) on any Lot, Common Area, or street, whether or not such street is dedicated, within the Properties. No mobile home trailers, recreational vehicles (whether for land or water), commercial vehicle, boats, boat rigging, trailers or camper shall be parked, kept or stored on any street, whether or not dedicated, for any length of time or on the driveway of any Lot for more than seventy-two (72) hours in any thirty (30) day period;

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2.2 Pets. Raising, breeding or keeping animals, livestock or poultry of any kind, except that no more than three (3) dogs, cats or other usual and common household pets may be permitted in a Lot, provided the total weight of such two household pets does not exceed one hundred fifty (150) pounds. However, those pets which are permitted to roam free or, in the sole discretion of the Board, make objectionable noise, endanger the health or safety of or constitute a nuisance or inconvenience to the occupants of other Lots shall be removed on the Board's request. If the Owner fails to honor such request, the Board may remove the pet. The Board shall have the authority to determine, in the Board's sole discretion, whether a particular pet is a usual and common household pet. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside the dwelling. Pets shall be registered, licensed and inoculated as required by law. Each Owner must promptly remove and dispose of each pet's waste in a safe, sanitary manner;

2.3 Noxious, Offensive Activity. Any activity which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Lots, or allowing my omission or commission any condition to exist on a Lot that would induce, breed or harbor infectious disease or insects;

2.4 Violations of Law. Any activity that violates local, state or federal laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation;

2.5 Healthy Environment. Pursuit of hobbies or other activities that tend to cause an unclean, unhealthy or untidy condition to exist outside of enclosed structures on the Lot;

2.6 Common Area Uses. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance or nuisance to persons using the Common Area or to the occupants of other Lots;

2.7 Burning. Outside burning of any type, including without implied limitation, the burning of trash, leaves, debris or other materials;

2.8 Audible Discharge. Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Lots, except alarm devices used exclusively for security purposes;

2.9 Firecrackers, Firearms and Explosives. Use and discharge of firecrackers and other fireworks, firearms and other explosives, provided, the Board shall have no obligation to take action to prevent or stop such discharge;

2.10 Dumping. Dumping grass clippings, leaves or other debris, petroleum products, fertilizers or other potentially hazardous or toxic substances on any Lot or Common Area and in any drainage ditch, stream, pond or lake or elsewhere within Scissortail, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff and Declarant may dump and bury rocks and similar materials;

2.11 Accumulation of Debris. No garbage or trash shall be placed or kept within the Properties except in covered containers of a type, size and style provided by the City of Rogers or in the alternative, as approved by the Design Review Board. In no event shall any such containers be maintained on a Lot so as to be visible from any Street in the Properties or any neighboring Lot except to make the same available for collection and then only for the shortest time reasonably necessary to effect such collection; not to exceed twelve, (12) hours absent extenuating circumstances;

2.12 Obstructions. Obstruction or rechanneling drainage flows after location and installation of drainage swales, storm sewers or storm drains, except that Declarant and the Association shall have such right; provided, the exercise of such right shall not materially diminish the value of or unreasonably interfere with the use of any Lot without the Owner's consent;

2.13 Subdivision of Lots. Subdivision of a Lot into two or more Lots or changing the boundary lines of any Lot after a subdivision plat including such Lot has been approved and Recorded, except that Declarant shall be

permitted to subdivide or replat Lots which it owns. Notwithstanding the foregoing, the Board may vote to exempt one or more Lots from Base Assessments and the Design Review Board may vote to approve a design plan that encompasses more than one Lot so long as all of the Lots are owned by the same Owner and the combined Lots are part of one integrated estate (and the application for approval of a dwelling unit reflects the combined Lots) supporting one single family dwelling unit. If at any time one or more of the Lots is conveyed to a third party, the conveyed Lot shall immediately become subject to all Assessments;

2.14 Use of Water Areas. Swimming, boating, use of personal flotation devices or other active use of lakes, ponds, streams or other bodies of water within Scissortail is prohibited; provided, however, Declarant, its successors and assigns and the Association, after Declarant terminates the Declarant's right to annex additional land or no longer owns any Lots, shall be permitted and shall have the exclusive right and easement to retrieve materials and objects from bodies of water within the Common Areas and to draw water from lakes, ponds and streams within Scissortail for purposes of irrigation and such other purposes as Declarant or, as applicable, the Association deems desirable. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of rivers, lakes, ponds, streams or other bodies of water within or adjacent to Scissortail;

2.15 Investment Uses. Use of any Lot for operation of a timesharing, fraction-sharing or similar program whereby the right to exclusive use of the Lot rotates among participants in the program on a fixed or floating time schedule over a period of years, except that Declarant and its assigns may operate such a program with respect to Lots which it owns;

2.16 Combustible Materials. On-site storage of gasoline, heating or other fuels, except that a reasonable amount of fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators and similar equipment, except as granted by Declarant;

2.17 Business Uses. Any business, trade or similar activity, except that an Owner or occupant residing in a Lot may conduct business activities within the Lot so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, signage, sound or smell from outside the Lot; (ii) the business activity conforms to all zoning requirements for Scissortail; (iii) the business activity does not involve door-to-door solicitation of residents of Scissortail, the distribution of flyers or other forms of promotional materials designed to call attention to a particular lot or constitutes a day care facility; (iv) the business activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in Scissortail which is noticeably greater than that which is typical of Lots in which no business activity is being conducted; the business activity does not involve the loading or unloading of merchandise; and (vi) the business activity is consistent with the residential character of Scissortail and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of Scissortail, as may be determined in the Board's sole discretion;

The terms "**business**" and "**trade**" as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required.

Leasing of a Lot shall not be considered a business or trade within the meaning of this subsection, unless such leasing occurs in violation of any other Governing Document pertaining to leasing. This subsection shall not apply to any activity conducted by Declarant or a Builder approved by Declarant with respect to its development and sale of Scissortail or its use of any Lots which it owns within Scissortail, including the operation of a timeshare or similar program;

2.18 Wildlife. Capturing, trapping or killing of wildlife within Scissortail, except in circumstances posing an imminent threat to the safety of persons using Scissortail;

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2.19 Preservation of Natural Resources. Any activities which materially disturb or destroy the vegetation, wildlife, wetlands or air quality within Scissortail or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution;

2.20 Vehicle Storage Conversions. Conversion of any structure, building or garage to finished space for use as an apartment or other integral part of the living area on any Lot;

2.21 Operation of Motorized Vehicles. Operation of motorized vehicles, including but not limited to motorcycles, scooters, mopeds, go-carts and golf carts, on sidewalks, pathways or trails, except that motorized carts may be operated by those requiring the same for medical purposes; and

2.22 Construction Activities. No construction, erection, placement, replacement, remodeling or modification of any thing, permanently or temporarily, on the outside portions of the Lot or which is otherwise visible from a street or right of way, whether such portion is improved or unimproved, shall be permitted except in strict compliance with the provisions of Article 4 of the Declaration. This restriction shall include, without limitation, fences, mailboxes, signs, basketball hoops, swing sets and similar sports and play equipment; clotheslines; garbage cans; woodpiles; above-ground swimming pools; docks, piers and similar structures; and hedges, walls, dog runs, animal pens or fences of any kind; satellite dishes and antennas, except that:

(i) an antenna designed to receive direct broadcast satellite services, including direct-to-home satellite services, that is one meter or less in diameter;

(ii) an antenna designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(iii) an antenna that is designed to receive television broadcast signals;

(collectively, "**Permitted Antennas**") shall be permitted on Lots, subject to such reasonable requirements as to location and screening as may be set forth in the Design Review and Development Guidelines, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish or other apparatus for a master antenna, cable or other communication system for the benefit of all or a portion of Scissortail, should any master system or systems be utilized by the Association and require such exterior apparatus.

3. Prohibited Conditions. The following shall be prohibited at Scissortail:

3.1 Plants, animals, devices or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of Scissortail. Further, no grasses on any Lot shall be allowed to grow higher than six (6) inches;

3.2 Structures, equipment or other items on the exterior portions of a Lot which have become rusty, dilapidated or otherwise fallen into disrepair; and

3.3 Sprinkler or irrigation systems or wells of any type which draw on water from lakes, creeks, streams, rivers, ponds, wetlands, canals or other ground or surface waters within Scissortail, except that Declarant and the Association shall have the right to draw water from such sources.

3.4 Outbuildings, Temporary Structures. No temporary sheds, outbuildings or temporary accessory buildings are allowed. Any sheds, outbuildings or accessory buildings of any nature must obtain Design Review Board approval prior to installation pursuant to Article 4 of the Design Review and Development Guidelines.

3.5 Use of the "Scissortail" name or any derivation thereof (including a trademark or log) without written approval of the Board, including but not limited to: use in advertising and marketing materials, web sites,

message boards, and web logs. The Declarant and/or Association retain and expressly claim all intellectual property rights associated with the mark "Scissortail."

4. Leasing of Units. "Leasing, leased, and lease" for purposes of this paragraph, is defined as regular, exclusive occupancy of a Lot by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. "Owner Occupied Lots" are defined for purposes of this paragraph as Lots occupied solely by the Owner, the members of the family of the Owner or other guests and invitees of the Owner who occupy without the payment of rent, as the occupant's principal residence or second home. This paragraph expressly limits and controls Section 3.4(5) of the Declaration.

4.1 Leasing Restricted. Subject to Declarant's absolute and subjective discretion during the Class B Control Period, and thereafter in the Association, Lots may be leased within the Properties provided the total percentage of leased Lots within the Properties shall not exceed five percent (5%) of the total number of Lots within the Properties. Any Owner seeking to lease a Lot shall submit a written request to the Declarant at the address provided for the Design Review Board requesting the Declarant's approval of the proposed lease and lessee. Upon the occurrence of a decrease below five percent (5%) of non-Owner Occupied Lots within the Properties, Lots will be permitted to be leased on a first bona fide request, first permitted basis, until the number of Lots which are leased reaches five percent (5%), at which time no further Lots shall be leased until the number of leased Lots drops below five percent (5%). Except for the Declarant and Builders who own more than one Lot for the sole purpose of construction of a residences, no single entity (the same Person, individual, investor group, partnership, or corporation, or any affiliate thereof) shall own more than one Lot.

In order to administer the above regulation, all Persons purchasing a Lot within the Properties shall, simultaneous with closing of such Lot, provide the Declarant or Association with a certification stating: (a) that the Lot will not be occupied as the purchaser's principle residence or second home, or (b) covenanting and agreeing with the Association that the purchaser will occupy the Lot as an Owner Occupied Lot.

The Association will keep a record of the Owner Occupied Lots and leased Lots (if any). Each lease shall be for a term of no less than twelve (12) months, shall be in writing, and shall expressly provide that each lessee agrees to the terms of the Governing Documents. Upon execution of any lease, each Owner shall provide the Declarant or, if applicable, the Association, a copy of such lease.

THESE USE RESTRICTIONS AND RULES MAY BE AMENDED AS SET FORTH IN PART TWO OF THE DECLARATIONS.

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EXHIBIT D

BYLAWS OF SCISSORTAIL PROPERTY OWNERS ASSOCIATION, INC.

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BYLAWS OF SCISSORTAIL PROPERTY OWNERS ASSOCIATION, INC.

Article 1 Name, Principal Office and Definitions

1.1 Name. The name of the corporation is Scissortail Property Owners Association, Inc. (the "Association").

1.2 Principal Office. The principal office of the Association shall be 708 SW C Street, Suite 1, Bentonville, Arkansas, 72712. The Association may have such other offices, either within or outside the State of Arkansas as the Board of Directors may determine or as the affairs of the Association may require.

1.3 Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Circuit Clerk of Benton County on _____ __, 2017 in Book ____, page ____, as amended, (the "Declaration"), unless the context herein indicates otherwise. 2017 22858

Article 2 Association Membership, Meetings, Quorum, Voting, Proxies

2.1 Membership. The Association shall have two (2) classes of membership, Class A and Class B, as more fully set forth in the Declaration and incorporated herein by this reference. The Declarant, as identified in the Declaration, shall be the sole Class B Member.

2.2 Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3 Annual Meetings. The first meeting of the Members of the Association, whether a regular or special meeting, shall be held at such time as the Declarant, in the Declarant's sole discretion, determines a sufficient number of Lots are owner-occupied. Meetings shall be of Members and, if required by law, shall be open to all Members. Subsequent regular annual meetings shall be set by the Board to occur during the fourth quarter of the Association's fiscal year on a date and at a time set by the Board.

2.4 Special Meetings. Subject to the Declarant's discretion, the President may call special meetings. In addition, it shall be the duty of the President, subject to Declarant approval, to call a special meeting if so directed by resolution of the Board, on a petition signed by Members representing at least twenty-five percent (25%) of the total Class A votes of the Association.

2.5 Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of Members shall be posted at each entrance to Scissortail or delivered, either personally or by mail, to each Member entitled to vote at such meeting and, if required by law, to all Members not less than ten (10) nor more than sixty (60) days before the date of such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered three (3) days after deposit in the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage prepaid. If posted, the notice of a meeting shall be deemed delivered three (3) days after such notice is posted at each entrance to Scissortail.

2.6 Waiver of Notice. Waiver of notice of a meeting of Members shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any meeting of Members, either before or after such meeting.

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Attendance at a meeting by a Member shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall be deemed a waiver of notice of all business transacted at such meeting, unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7 Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of Members who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that any action taken is approved by at least a majority of the votes required to constitute a quorum.

2.8 Voting. The voting rights of the Members shall be as set forth in the Declaration and in these Bylaws and such voting rights provisions in the Declaration are specifically incorporated herein by this reference. A Member shall not be entitled to vote so long as there remains outstanding any unpaid, delinquent Assessments (including Builder Assessments) for that Member's Lot (s); provided, however, the foregoing shall not apply to the Declarant or the Class B Member during the Class B Control Period.

2.9 Proxies. On any matter as to which a Member is entitled personally to cast the vote for a Lot, such vote may be cast in person, by written ballot or by proxy, subject to the limitations of Arkansas law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these Bylaws.

Every proxy shall be in writing specifying the Lot for which it is given, signed by the Member or such Member's duly authorized attorney-in-fact, dated and filed with the Secretary of the Association prior to the meeting for which it is to be effective. If such proxies have not been properly completed or returned in a timely fashion to the Secretary and a Member or such Member's duly authorized attorney-in-fact does not personally appear at a meeting, the vote of the Member shall be deemed to have been given to the Declarant for quorum and voting purposes. Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. In the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail or if dated as of the same date, both shall be deemed invalid; however, such conflicting proxies shall be counted for purposes of determining the presence of a quorum.

Every proxy shall be revocable and shall automatically cease on: (a) conveyance of any Lot for which it was given; (b) receipt by the Secretary of written notice of revocation of the proxy or of the death or judicially declared incompetence of a Member who is a natural person; or (c) on the date specified in the proxy.

2.10 Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners or other group as the context may indicate, totaling more than fifty percent (50%) of the total eligible number thereof.

2.11 Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence of Members representing a majority of the total Class A votes in the Association shall constitute a quorum at all meetings of the Association. Any Member or their duly authorized attorney-in-fact not personally present at a meeting and who has not properly completed or returned their proxy in a timely fashion to the Secretary shall be deemed to have given to the Declarant the vote of such Member for quorum and voting purposes.

2.12 Conduct of Meetings. The President shall preside over all meetings of the Association and the Secretary shall keep the minutes of the meetings and record in a minute book all resolutions adopted and all other transactions occurring at such meetings.

2.13 Action without a Meeting. Any action required or permitted by law to be taken at a meeting of Members may be taken without a meeting, without prior notice and without a vote if written consent specifically authorizing the

proposed action is signed by Members holding at least the minimum number of votes necessary to authorize such action at a meeting if all Members entitled to vote thereon were present. Such consents shall be signed within sixty (60) days after receipt of the earliest dated consent, dated and delivered to the Association. Such consents shall be filed with the minutes of the Association and shall have the same force and effect as a vote of Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members entitled to vote who did not give their consent, fairly summarizing the material features of the authorized action.

Article 3 Board of Directors: Number, Powers, Meetings

A. COMPOSITION AND SELECTION.

3.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. All actions or decisions delegated to the Association under the Governing Documents shall be carried out by the Board. Except with respect to directors appointed by the Class B Member, the directors shall be Members or residents; provided, however, no Owner and a different resident representing the same Lot may serve on the Board at the same time. A "resident" shall be any natural person eighteen (18) years of age or older whose principal residence is a Lot within Scissortail. In the case of a Member which is not a natural person, any officer, director, member, manager, partner or trustee of such Member shall be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member; provided, no Member may have more than one (1) such representative on the Board at a time, except in the case of directors appointed by the Class B Member.

3.2 Number of Directors. The Board shall consist of no less than three (3) or more than nine (9) directors, as provided in Sections 3.3 and 3.5 below. The initial Board shall consist of three (3) Directors as identified in the Articles.

3.3 Directors during Class B Control Period. Subject to the provisions of Section 3.5 of these Bylaws, the Directors, including Community Board Members, shall be selected by the Class B Member acting in its sole discretion and shall serve at the pleasure of the Class B Member until the first to occur of the following:

(a) when the Class B Control Period should cease; or
(b) when, in its discretion, the Class B Member so determines.

3.4 Nomination and Election Procedures.

(1) *Nominations and Declarations of Candidacy*. Prior to each election of Directors, the Board shall prescribe the opening date and the closing date of a reasonable filing period in which each and every eligible person who has a bona-fide interest in serving as a Director may file as a candidate for any position to be filled by Class A votes. The Board shall also establish such other rules and regulations as it deems appropriate to conduct the nomination of directors in a fair, efficient and cost-effective manner.

Except with respect to Directors selected by the Class B Member, nominations for election to the Board may also be made by a Nominating Committee. The Nominating Committee, if any, shall consist of a Chairman, who shall be a member of the Board and three (3) or more Members or representatives of Members, with at least one (1) representative from each Community. The members of the Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting to serve a term of one (1) year and until their successors are appointed and such appointment shall be announced in the notice of each election.

The Nominating Committee may make as many nominations for election to the Board as the Nominating Committee shall, in its discretion, determine. The Nominating Committee shall nominate separate slates for the Directors, if any, to be elected at large by all Class A votes and for the Director(s) to be elected by the votes within each Community. In making nominations, the Nominating Committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. Each candidate shall be given a reasonable, uniform opportunity to communicate qualifications to the Members and to solicit votes.

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(2) *Election Procedures*. Each Member may cast all votes assigned to the Lots which such Member represents for each position to be filled from the slate of candidates on which such Member is entitled to vote. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.5 Election and Term of Office. Notwithstanding any other provision of these Bylaws:

(1) During the Class B Control Period, the Declarant shall have the right in the Declarant's sole discretion to appoint each member of the Board. The Declarant may, but shall not be required to, appoint a resident Owner to the Board during the Class B Control Period. The fact that the Declarant has in the past appointed a resident Owner to the Board shall not require the Declarant to continue with such appointments.

(2) After termination of the Class B Control Period, the Declarant as the Class B Member shall be entitled to appoint one (1) Director, unless the Declarant waives such right in a Recorded document. Such Director shall be elected for a term of two (2) years and shall not be subject to removal by the Members. On the sole discretion of the Class B Member, the Class B Member appointee may resign, their position to be filled by the Members at the next election of Directors. Within ninety (90) days after termination of the Class B Control Period, the Board shall be increased to nine (9) Directors and an election shall be held. Three (3) "at large" directors shall be elected by all Members, with two (2) Directors to be elected only by the Members representing each Community and any remaining directorships filled at large by the vote of all Members. Five (5) of the initial Directors shall serve a term of two (2) years and four (4) Directors shall serve a term of one (1) year, as such directors determine among themselves. The Directors elected by Members shall not be subject to removal by the Class B Member.

On the expiration of the term of office of each Director elected by Members, Members entitled to elect such Director shall be entitled to elect a successor to serve a term of two (2) years. The Directors elected by Members shall hold office until their respective successors have been elected.

3.6 Removal of Directors and Vacancies. Any Director elected by Members may be removed, with or without cause, by the vote of Members holding a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. On removal of a Director, a successor shall be elected by Members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director.

Any Director elected by Members who has three (3) consecutive unexcused absences from Board meetings or who is more than thirty (30) days delinquent (or is the representative of a Member who is so delinquent) in the payment of any assessment or other charge due the Association, may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present and the Board may appoint a successor to fill the vacancy for the remainder of the term.

In the event of the death, disability or resignation of a Director, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time Members entitled to fill such directorship may elect a successor for the remainder of the term. If a Community Board Member is removed, resigns or is otherwise unable to serve, any Director whom the Board appoints shall be selected from among Members within the Community represented by the Director who vacated the position.

~~This section shall not apply to Directors appointed by the Class B Member. The Class B Member shall be~~ entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability or resignation of a Director appointed by or elected as a representative of the Class B Member.

B. MEETINGS.

3.7 Organizational Meetings. The first meeting of the Board following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place the Board shall fix.

3.8 Regular Meetings. Regular annual meetings of the Board may be held at such time and place a majority of the Directors shall determine. Notice of the time and place of a regular meeting shall be communicated to Directors not

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less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

3.9 Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two (2) Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by: (a) personal delivery; (b) first class mail, postage prepaid; (c) telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) facsimile, computer, fiber optics or such other communication device. All such notices shall be given at the Director's telephone number, fax number, electronic mail number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) business days before the time set for the meeting. Notices given by personal delivery, telephone or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting.

3.10 Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if: (a) a quorum is present; and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

3.11 Telephonic Participation in Meetings. Members of the Board or any committee designated by the Board may participate in a meeting of the Board or committee by means of conference telephone or similar communications equipment, by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this subsection shall constitute presence in person at such meeting.

3.12 Quorum of Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws or the Declaration. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.13 Compensation. Directors shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class A votes in the Association at a regular or special meeting of the Association. Any Director may be reimbursed for expenses incurred on behalf of the Association on approval of a majority of the other Directors. Nothing herein shall prohibit the Association from compensating a Director or any entity with which a Director is affiliated, for services or supplies furnished to the Association in a capacity other than as a Director pursuant to a contract or agreement with the Association, provided that such Director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested Director.

3.14 Conduct of Meetings. The President shall preside over all meetings of the Board and the Secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings.

3.15 Notice to Owners; Open Meetings. Except in an emergency, notice of the time and place of Board meetings shall be posted at least forty-eight (48) hours in advance of the meeting at a conspicuous place within Scissortail which the Board establishes for the posting of notices relating to the Association. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment. Subject to the provisions of Section 3.16 of these Bylaws, all meetings of the Board shall be open to all Members and, if required by law, all Owners, but attendees other than Directors may not participate in any discussion or deliberation unless permission to

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speak is authorized by a vote of the majority of a quorum of the Board. In such case, the President may limit the time any such individual may speak. Notwithstanding the above, the President may adjourn any meeting of the Board and reconvene in executive session and may exclude persons other than Directors, to discuss any or all of the following:

(a) employment or personnel matters for employees of the Association;
(b) legal advice from an attorney retained for the Board or the Association;
(c) pending or contemplated litigation; or
(d) pending or contemplated matters relating to enforcement of the Governing Documents.

3.16 Action without a Formal Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, is signed by all of the Directors and such consent shall have the same force and effect as a unanimous vote.

C. POWERS AND DUTIES.

3.17 Powers. The Board of Directors shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles and as provided by law. The Board may do or cause to be done all acts and things which the Declaration, Articles, these Bylaws or Arkansas law do not direct to be done and exercised exclusively by Members or the membership generally.

3.18 Duties. The duties of the Board shall include, without limitation:

(1) preparing and adopting, in accordance with the Declaration, an annual budget and establishing each Owner's share of the Common Expenses and any Community Expenses or Special Expenses;

(2) providing for the operation, care, upkeep and maintenance of the Common Area;

(3) designating, hiring and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties;

(4) depositing all funds received on behalf of the Association in a bank depository approved by the Association and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best business judgment, in depositories other than banks;

(5) making and amending use restrictions and rules in accordance with the Declaration;

(6) opening of bank accounts on behalf of the Association and designating the signatories required;

(7) making or contracting for the making of repairs, additions and improvements to or alterations of the Common Area in accordance with the Declaration and these Bylaws;

(8) enforcing the provisions of the Declaration, these Bylaws and the rules adopted pursuant thereto and bringing any legal proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board in the exercise of the Board's business judgment determines is or is likely to be construed as inconsistent with applicable law or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action;

(9) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof and filing and adjusting claims, as appropriate;

(10) paying the cost of all services rendered to the Association;

(11) keeping books with detailed accounts of the receipts and expenditures of the Association;

(12) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties;

(13) indemnifying a Director, officer or committee member or former Director, officer or committee member of the Association to the extent such indemnity is authorized by Arkansas law, the Articles or the Declaration;

(14) assisting in the resolution of disputes between Owners and others without litigation, as set forth in the Declaration; and

(15) retaining third party management companies to carry out same or all of its responsibilities hereunder.

3.19 Right of Class B Member to Disapprove Actions. So long as the Class B membership exists, the Class B Member shall have a right to disapprove any action, policy or program of the Association, the Board and any committee which, in the sole judgment of the Class B Member, would tend to impair rights of Declarant or Builders under the Governing Documents or interfere with development or construction of any portion of Scissortail or diminish the level of services being provided by the Association.

(1) Notice. The Class B Member shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to the Board meetings with Sections 3.8, 3.9, 3.10 and 3.11 of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth with reasonable particularity the agenda to be followed at such meeting.

(2) Opportunity to be Heard. The Class B Member shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy or program which would be subject to the right of disapproval set forth herein.

No action, policy or program subject to the right of disapproval set forth herein shall become effective or be implemented until and unless the requirements of subsections (1) and (2) above have been met.

The Class B Member, through its representatives or agents, shall make the Class B Member's concerns, thoughts and suggestions known to the Board and/or the members of the subject committee. The Class B Member, acting through any officer or Director, agent or authorized representative, may exercise the Class B Member's right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board or the Association. The Class B Member shall not use the Class B Member's right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

3.20 Management. The Board may employ for the Association a professional manager, agent or agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The manager may be a corporation or an individual. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policymaking authority or those duties set forth in Sections 3.18(1), 3.18(2), 3.18(5)-(6), 3.18(8) and 3.18(13) and (14) of these Bylaws. Declarant or an affiliate of Declarant may be employed as managing agent or manager.

The Board may delegate to one (1) of its members the authority to act on behalf of the Board on all matters relating to the duties of the manager, if any, which might arise between meetings of the Board.

The Association shall not be bound, either directly or indirectly, by any management contract executed during the Class B Control Period unless such contract contains a right of termination exercisable by the Association, with or without cause and without penalty, at any time after termination of the Class B Control Period on not more than ninety (90) days' written notice.

3.21 Accounts and Reports. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(1) cash accounting, as defined by generally accepted accounting principles, shall be employed;
(2) accounting and controls should conform to generally accepted accounting principles;
(3) cash accounts of the Association shall not be commingled with any other accounts;
(4) no remuneration shall be accepted by the manager from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts or otherwise; anything of value received shall benefit the Association; and

(5) any financial or other interest which the manager may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

3.22 Borrowing. The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in Section 8.4 of the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year. The Board may pledge or assign current or Future Assessments or reserve funds in order to more fully secure a loan. During the Class B Control Period, no Mortgage lien shall be placed on any portion of the Common Area without the affirmative vote or written consent or any combination thereof of Members representing at least fifty-one percent (51%) of the total Class A votes in the Association.

3.23 Right to Contract. The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without implied limitation, the right to enter into common management, operational or other agreements with trusts, condominiums, cooperatives or Community and other owners or residents associations, within and outside the Properties. Any common management agreement shall require the consent of an absolute majority of the Board.

3.24 Enforcement. The Association shall have the power, as provided in the Declaration, to impose sanctions for violation of any duty imposed under the Governing Documents. In the event that any occupant, tenant, employee, guest or invitee of a Lot violates the Declaration, Bylaws or a rule and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine on notice from the Association.

The Association shall not be obligated to take any enforcement action if the Board reasonably determines that the Association's position is not strong enough to justify taking such action. Such a decision shall not be construed as a waiver of the right of the Association to enforce such provision at a later time under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

In conducting the business of the Association, the Board, at all times, shall act within the scope of the Governing Documents and in good faith to further the legitimate interests of the Association and the Members. In fulfilling its governance responsibilities, the Board shall limit its actions to those reasonably related to the Association's purposes; those reasonably related to or within the Association's powers as provided by the Governing Documents and as provided by the laws of the State of Arkansas; and those that are reasonable in scope. The Board shall exercise its power in a fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

(1) Notice. Prior to imposition of any sanction hereunder or under the Declaration, the Board or the Board's delegate shall serve the alleged violator with written notice describing: (a) the nature of the alleged violation; (b) the proposed sanction to be imposed; (c) a period of not less than ten (10) days within which the alleged violator may present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article 5 of these Bylaws; and (d) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided that the Board or Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the ten (10) day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

(2) Hearing. If a hearing is requested within the allotted ten (10) day period, the hearing shall be held before the Covenants Committee or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Person, who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its

representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(3) Appeal. Following a hearing before the Covenants Committee, the violator shall have the right to appeal the decision to the Board. To exercise this right, a written notice of appeal must be received by the manager, President or Secretary of the Association within ten (10) days after the hearing date.

(4) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these Bylaws or the Use Restrictions and Rules by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules) or, following compliance with the dispute resolution procedures set forth in Article 13 of the Declaration, if applicable, by suit at law or in equity to enjoin any violation or to recover monetary damages or both, without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred. Any entry onto a Lot for purposes of exercising this power of self-help shall not be deemed a trespass.

Article 4 Officers

4.1 Officers. The officers of the Association shall be a President, Vice President, Secretary and Treasurer. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not be members of the Board. The Board may appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as the Board deems desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

4.2 Election and Term of Office. The Board shall elect the officers of the Association at the first meeting of the Board following each annual meeting of Members, to serve until their successors are elected.

4.3 Removal and Vacancies. The Board may remove any officer whenever in the Board's judgment the best interests of the Association will be served and may fill any vacancy in any office arising because of death, resignation, removal or otherwise, for the unexpired portion of the term.

4.4 Powers and Duties. The officers of the Association each shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, manager or both.

4.5 Resignation. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 Agreements, Contracts, Deeds, Leases, Checks, etc. All agreements, contracts, deeds, leases, checks and other documents of the Association shall be executed by at least two (2) officers or by such other person or persons as may be designated by Board resolution.

4.7 Compensation. Compensation of officers shall be subject to the same limitations as compensation of Directors under Section 3.13 of these Bylaws.

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Article 5 Committees

5.1 General. The Board may appoint such committees as the Board deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

5.2 Covenants Committee. In addition to any other committees which the Board may establish pursuant to Section 5.1 of these Bylaws, the Board may appoint a Covenants Committee consisting of at least three (3) and no more than seven (7) Members. Acting in accordance with the provisions of the Declaration, these Bylaws and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Section 3.24 of these Bylaws.

5.3 Community Committees. Intentionally omitted.

Article 6 Miscellaneous

6.1 Fiscal Year. The fiscal year of the Association shall be a calendar year, unless the Board establishes a different fiscal year by resolution.

6.2 Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Arkansas law, the Articles, the Declaration or these Bylaws.

6.3 Conflicts. If there are conflicts among the provisions of Arkansas law, the Articles, the Declaration or these Bylaws, the provisions of Arkansas law (unless displaceable by the Governing Documents), the Declaration, the Articles and the Bylaws (in that order) shall prevail.

6.4 Books and Records.

(1) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to such Owner's interest in a Lot: the Declaration, Bylaws and Articles, including any amendments, the Use Restrictions and Rules, the membership register, books of account, including financial records and the minutes of meetings of the Members, the Board and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place as the Board shall designate.

(2) Rules for Inspection. The Board shall establish rules with respect to: (a) notice to be given to the custodian of the records; (b) hours and days of the week when such an inspection may be made; and (c) payment of the cost of reproducing documents requested.

(3) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make a copy of relevant documents at the expense of the Association.

(4) Exceptions to Inspection Requirement. Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection any portion of any book or record which relates to any of the following:

(i) personnel matters or a person's medical records;
(ii) communication between an attorney for the Association and the Association;
(iii) pending or contemplated litigation;
(iv) pending or contemplated matters relating to enforcement of the Governing Documents; or
(v) meeting minutes or other records of a session of a Board or Association meeting that is not required by law to be open to all Members.

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In addition, the Board shall not be required to disclose or make available for inspection any financial or other records of the Association if disclosure would violate local, state or federal law.

6.5 Notices. Except as otherwise provided in the Declaration or these Bylaws, all notices, demands, bills, statements or other communications under the Declaration or these Bylaws shall be in writing and shall be deemed to have been duly given if posted at no less than one (1) entrance to Scissortail, delivered personally or if sent by United States mail, first class postage prepaid:

(1) if to a Member or Members, at the address which the Member or Members has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member or Members;

(2) if to the Association, the Board or the manager, at the principal office of the Association or the managing agent or at such other address as shall be designated by notice in writing to the Members pursuant to this section; or

(3) if to any committee, at the principal address of the Association or at such other address as shall be designated by notice in writing to the Members pursuant to this section.

6.6 Amendment.

(1) By Class B Member. Prior to termination of the Class B Control Period, the Class B Member may unilaterally amend these Bylaws. Thereafter, the Class B Member may unilaterally amend these Bylaws at any time and from time to time if such amendment is necessary: (a) to bring any provision of these Bylaws into compliance with any applicable governmental statute, rule or regulation or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on the Lots; or (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on the Lots. However, any such amendment shall not adversely affect the title to any Lot unless the Owner shall consent thereto in writing.

(2) By Members Generally. Except as provided above and Arkansas law, these Bylaws may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing fifty-one percent (51%) of the total Class A votes in the Association and the consent of the Class B Member, if such exists. In addition, the approval requirements set forth in Article 14 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(3) Validity and Effective Date of Amendments. Amendments to these Bylaws shall become effective on adoption pursuant to Section 6.6(1) or (1) as applicable unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six (6) months of the adoption of the amendment or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these Bylaws.

No amendment may remove, revoke or modify any right or privilege of Declarant or the Class B Member without the written consent of Declarant, the Class B Member or the assignee of such right or privilege.

CERTIFICATION

I, the undersigned, do hereby certify: I am the duly elected and acting Secretary of the Scissortail Property Owners Association, Inc., an Arkansas corporation; the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof held on the ___ day of _____, 2017.

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IN WITNESS WHEREOF, I have hereunto subscribed my name of said Association the same date as written above.

_____

Secretary

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EXHIBIT E

Calculation of Initial Annual Assessments

Community	**Base Assessment**
SAVANNA	$1,200.00
SILHOUETTE	$1,200.00
SEQUOIA	$1,200.00

[The Declarant shall not be liable for any Assessments so long as the Declarant holds title to any Lot]

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Exhibit F

DESIGN REVIEW AND DEVELOPMENT GUIDELINES FOR SCISSORTAIL

Disclaimer

Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Benton Circuit Clerk on _____, 2017 in Book ____, page ____, as amended, unless the context herein indicates otherwise.

These Design Review and Development Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these Design Review and Development Guidelines does not assure approval of any particular designs. The Declarant or Design Review Board, as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these Design Review and Development Guidelines.

These Design Review and Development Guidelines are a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any designs may be based on aesthetic considerations only. Declarant, the Association or the Design Review Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, for failure to give any Builder or Owner notice of any easement or right of way of record, or for ensuring that every structure is of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to other owners of property in Scissortail. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use and hereby disclaims any liability in connection with the use of this information.

1. INTRODUCTION

1.1. Purpose.

Scissortail is a planned community comprising real property in Benton County, Arkansas. The purpose of the Scissortail development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review and Development Guidelines and Design Review Board is to meet the overall Scissortail purpose by assisting in the building design process. As a general rule, the Design Review and Development Guidelines and Design Review Board will not dictate any particular architectural style or hinder personal design preferences. The Design Review and Development Guidelines and Design Review Board will strive to maintain an aesthetic flow between each of the Communities. Traditional design details may be incorporated in the Design Review and Development Guidelines, but any styles that tend to disrupt aesthetic harmony will be discouraged.

1.2. Scope.

The Design Review and Development Guidelines and Design Review Board's oversight apply to all modifications as defined within the Governing Documents. Modifications include new construction and the alteration of or additions to existing construction. The term "**Owner**" shall include a "**Builder**" as well as any entity or person retained or employed by an Owner.

1.3. Amendments.

The Design Review Board may amend, cancel, add to, modify or otherwise change these Design Review and Development Guidelines from time to time as necessary in the Design Review Board's sole discretion. The Design Review Board shall send notice of any changes by mail to-- all Owners at least five (5) business days prior to implementation of any new design guideline. Such mailing or failure thereof, shall not relieve an Owner of such Owner's obligation to determine applicable design guidelines prior to making any new construction or modification.

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1.4. Compliance with Local Law and Covenants.

The Design Review Board is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law or environmental agency compliance.

Notwithstanding the foregoing, prior to sale by the original Owner (Builder) of any Lot or completed house thereon, a final inspection must be conducted by the Design Review Board to insure full compliance with all covenants and design standards. No letter will be provided by the Declarant, Design Review Board or Property Owners Association without the final inspection being complete and a copy of Exhibit B attached hereto signed by all parties.

1.5. Limitation of Liability.

The Design Review Board is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The Design Review Board shall bear no liability and is not responsible for workmanship, safety or quality of new construction or modification based on its review and decision of an application.

2. DESIGN REVIEW PROCEDURES

2.1. Applicability.

These Design Review and Development Guidelines apply to all new construction, remodeling and modifications within Scissortail. Other examples include by illustration only mail boxes, fences, antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding and playground and outdoor recreational equipment of any type.

2.2. Design Review Board.

Oversight of the Design Review and Development Guidelines is vested in the Design Review Board. The Design Review Board shall initially consist of one Builder and at least two persons appointed by the Declarant but at no time more than five (5) persons. Members of the Design Review Board may include Builders, architects or similar professionals who are not Owners.

The Design Review Board may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and modifications shall take place in strict compliance with the Declaration, these Design Review and Development Guidelines and the application and review procedures promulgated by the Design Review Board.

2.3. Review Fees.

The Design Review Board may not establish a review fee schedule applicable to the oversight of administering the Design Review and Development Guidelines.

2.4. Review Standards.

As provided in the Governing Documents, the Design Review Board shall approve any new construction or modification only if the Design Review Board deems, in its discretion, that new construction and modifications conform to and harmonize with the existing surroundings, residences, landscaping and structures and meets the requirements for such new construction and modifications found in the Governing Documents, these Design Review and Development Guidelines and procedures promulgated by the Design Review Board. A structure destroyed (partially or totally) by fire or other casualty or peril shall be considered as new construction.

The Design Review Board evaluates all submissions on the merits of the application. Besides evaluation of the particular design which shall include consideration of the characteristics of the housing type and the particular site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Design Review and Development Guidelines.

Compliance with the Governing Documents. All applications are reviewed to confirm that the proposed new construction or modification is in conformance with the Governing Documents.

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Relation to the Natural Environment. All applications are reviewed to confirm that the proposed new construction or modification represents a positive or neutral effect on the surrounding natural environment.

Validity of Concept. All applications are reviewed to confirm that the proposed new construction or modification is sound in concept and appropriate to its surroundings.

Design Compatibility. All applications are reviewed to confirm that the proposed new construction or modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details. Identical elevations cannot be used where the structures are visible one to the other.

Location and Impact on Neighbors. All applications are reviewed to confirm that the proposed new construction or modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight and ventilation.

Scale. All applications are reviewed to confirm that the proposed new construction or modification relates well to the size, in three (3) dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

Color. All applications are reviewed to confirm that the proposed new construction or modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity. Pastel colors or bright colors will only be permitted by special request if at all.

Materials. All applications are reviewed to confirm that the proposed new construction or modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

Workmanship. All applications are reviewed to confirm that the proposed new construction or modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

Timing. All applications are reviewed to confirm that the proposed new construction or modification will be completed in a timely manner, whether an Owner performs such work or contracts the work to be done. All construction activity associated with any Lot for which an application has been approved by the Design Review Board shall be substantially complete (as determined by the Declarant or the Design Review Board) within eighteen months from the date the application was initially approved and all landscaping fully installed within thirty (30) days from the date the dwelling unit is completed. The failure to satisfy this time requirement shall subject the Owner or the Builder to Builder Assessments.

2.5. Review Process for New Construction and Modifications.

Prior to making application to the Design Review Board, Owners are encouraged to meet with a representative of the Design Review Board to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review and Development Guidelines and applicable forms. Prior to commencing any new construction, a Builder shall submit to the Design Review Board fully completed application forms for approval. The acceptable application forms appear as Exhibits A, B, and C to these Design Review and Development Guidelines. Such application shall include Plans showing floor plans with square footages, site layout, exterior elevations, exterior materials and colors, drainage structures if any and other features of proposed construction, as applicable. The Design Review Board may require the submission of such additional information as may be reasonably necessary to consider any application. The Design Review Board will provide a response within five (5) days of receipt. The Design Review Board will meet on a regular basis as determined by the Design Review Board.

In reviewing each submission, the Design Review Board will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

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Within five (5) days after receipt of a completed application and all required information, the Design Review Board shall respond in writing or email to the applicant at the address specified in the application. The response may: (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The Design Review Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Design Review Board fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the Design Review Board pursuant to this section. Any approval inconsistent with the Declaration or these Design Review and Development Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The Design Review Board shall notify Declarant, so long as Declarant owns any property described in Exhibits A or B to the Declaration and the Design Review Board in writing within three (3) business days after the Design Review Board has approved any application relating to proposed modifications unless Declarant or the Design Review Board, respectively, waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any of the Properties and the Design Review Board shall have ten (10) days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the Design Review Board and the applicant.

If construction does not commence on a new construction or modifications project for which plans have been approved within one hundred and twenty (120) days after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed modifications. "**Commencement**" shall begin on such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or modifications shall be completed within eighteen (18) months from the date the Design Review Board approves the application unless otherwise specified in the notice of approval or unless the Design Review Board grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner as well as being subject to Builder Assessments.

The Design Review Board, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of the home on such Owner's Lot without approval provided such alterations do not affect the aesthetics of the exterior of the home as they appear prior to the alteration. Modifications to the interior of screened porches, patios and similar portions of a home visible from outside the structure shall be subject to approval. This section shall not apply to the activities of Declarant or to activities of the Association during the Class B Control Period.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

3.1. Construction Drawings.

All proposed new construction or Modification requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application. Requests for the approval of plans for the construction of homes that are identical to one another shall only be for Lots separated one to the other so that they are not visible one to the other. Changes in the elevation will be considered by the Design Review Board as a solution to this issue.

Construction drawings include, but may not limited to:

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Site Plan. A site plan must be submitted with the application and will include, at a minimum, the following:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the 5improvements.

2. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans.

7. **Landscape Plan**. A landscape plan is not a requirement but is a valuable tool to help understand the development of each Lot and asre encouraged to be submitted with the house plans.

8. **Erosion control and Grading Plan**. All Lots will require an erosion control plan which can be represented on the site plan or the grading plan but must show all erosion control devices.

3.2. Changes After Approval of Final Construction Plans

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

3.3. Construction/Development Guidelines.

3.3.1. GENERAL.

These Construction and Development Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Scissortail. These Design Review and Development Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of duties while within Scissortail. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Scissortail's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

3.3.2. GUIDELINES.

1. **Site Activity/Appearance; Clearing.** All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. All materials stored on a Lot shall be kept in a neat condition to not detract from the appearance of the Properties and so as to give the visual impression from adjacent streets of a safe, clean and orderly work site. All building

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material deliveries shall be coordinated to minimize lengthy (in excess of two (2) weeks) on-site storage before use. All scrap materials and trash will be confined to a particular area on each Lot. Trash is to be placed in a wire mesh or solid container at the end of each day and is to be removed frequently enough to prevent overflow from the container, (this requirement will also apply to construction offices). Site clearing or construction on any property within Scissortail is not permitted without first submitting an application and obtaining final approval from the Design Review Board.

2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris which is to be emptied or removed when full. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted within Scissortail and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within twenty-four (24) hours of notice of such default. Trash receptacles must be kept in an area confined by chain link or similar fencing. Trash susceptible to blowing such as paper and other lightweight material will be contained in a caged configuration so to avoid being blown out of construction receptacles or dumpsters.

3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of portable toilets, so long as these guidelines are adhered to. In all respects, the Design Review Board will seek to lessen the aesthetic impact and total number of portable toilets in Scissortail during construction.

4. **Nuisances and Construction Hours**. No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted. All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. Construction activities shall occur only during the hours of **7 a.m. to 7 p.m.** Central Standard Time.

5. **No Pets.** Pets are not allowed on building sites. No Exceptions.

6. **Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the Design Review Board and the Owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the Design Review Board.

7. **Signs.** Builders shall not place any sign within the right-of-way of any street or road providing access to Scissortail without the Design Review Board's prior written approval. Builders may be allowed one sign on each Lot owned by the respective Builder, advertising the sale of such Lot. All signs shall be of a size designated by and design approved by the Design Review Board. Each builder agrees to use the approved marketing logo(s) on all marketing and advertising materials excluding sales signs.

8. **Deposit of Fill, Gravel or Debris/Concrete Washout Area.** All construction scrap materials, debris, dirt and other construction by-products must be removed promptly from the building site by covered truck. The Owner or the Design Review Board shall designate a clean-out area for concrete trucks and curb cut debris. Such area shall be the only location within the Properties in which washout may occur and curb cut debris may be stored. This area shall be cleaned every two weeks to maintain the appearance of the overall development.

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9. **Erosion Control.** Each Owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the Owner, including reimbursement of the Declarant and Association of any expenses they have incurred. In the event landscaping is delayed to meet optimal planting seasons, Owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a Design Review Board acknowledgement of compliance will depend on compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within twenty-four (24) hours of notice of such default.

10. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, fences, mailboxes, sidewalks and/or other improvements whether surface or subsurface will not be permitted to continue in a state of disrepair for more than fifteen (15) days . If any such damage occurs, it shall be repaired and/or restored promptly. On completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Design Review Board and repairing streets, driveways, pathways, fences, mailboxes, sidewalks, culverts, ditches, signs, lighting and fencing, etc.

11. **Schedule of Assessments for Violations of the Design Review and Development Guidelines for Scissortail.** The following is a Schedule of Assessments that will be enforced when a contractor or Owner violates the Governing Documents and/or these Design Review and Development Guidelines. The assessments are in addition to any actual costs incurred by the Association as a result of an Owner's non-compliance, which will be assessed to the Owner. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or Owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the Design Review Board due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the Design Review Board. The Schedule of Assessments may be amended by the Design Review Board to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 of the Design Review and Development Guidelines.

Schedule of Assessments

The Violation	Assessment
▪ First violation of guideline	Owner will receive notice of violation and have five (5) consecutive days to remedy violation, otherwise $100.00 fine.
▪ Second violation of guideline	$500.00

- Subsequent violations shall be assessed $50.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

4. **DESIGN STANDARDS**
PLEASE NOTE THAT DESIGN STANDARDS MAY VARY BY COMMUNITY. BE SURE TO DETERMINE THE APPLICABLE STANDARD FOR YOUR COMMUNITY.

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In addition to the design standards contained elsewhere in these Design Review and Development Guidelines, there are specific design review standards applicable to Lots within a particular Community. **"Design Review Board"** shall refer to the Design Review Board otherwise known as the Architectural Review Committee.

Fencing/Easement Areas. All fences must be Shadow box design with cap and trim, must be constructed of Cedar. At a minimum all street facing fence sections will be stained "Sable Brown" (using the product Wood Defender, Standard Paints, Inc.) and must be specifically approved by Design Review Board.

Gating of Lots. The gating of the driveway of any Lot must be approved by the Design Review Board and must otherwise comply with the Governing Documents.

Siting of Houses. All houses will be sited on Lots using GPS coordinates.

Play areas/Recreational Equipment. All play and recreational equipment or structures including, but not limited to, pools, swing sets, trampolines, batting cages and similar types of materials shall be installed such that it is not capable of being seen from any street unless such placement is not possible due ot the uniqueness of a particular lot.

Garages. All detached garages must be specifically approved by the Design Review Board.

Chimneys. In addition to certain Community specific requirements, there shall be no metal chimneys.

HVAC/Service Equipment/Pool Equipment. All service or support equipment installed to support a dwelling unit including heating and air conditioning systems, swimming pool equipment and electrical systems (including generators or solar panels) shall be installed such that they are fully screened or not visible from the street or an adjoining Lot.

Mailboxes. All mailboxes will be of the type as designated by the Design Review Board.

Landscape Escrow. Each Builder will insure that a Landscape Escrow is included in each custom home construction contract to insure minimum standards for planting and irrigation are met by the custom home owner or buyer. Furthermore, a Builder will not permit custom home owner or buyer to remove landscape and irrigation installation from the custom home construction contract prior to completion of the contract.

Community-Specific Design Standards

Scissortail Savanna Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than two-thousand eight hundred (2,800) square feet exclusive of basements (unless walkout), open porches and garages.. Front yard and side yard set backs must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories except where site characteristics provide for walk out basement construction..

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or other similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house will be approved in advance by the Design Review Board and will consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

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Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thrity (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS CAN BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete, stone or brick or combination thereof approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of one hundred and fifty (150) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Two (**2**) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first floor plate line, the Design Review Board can make exceptions for architectural elements that could include siding below the plate line under certain circumstances when requested in writing by the Owner at plan approval stage.

Scissortail Silhouette Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than three thousand two hundred (3,200) square feet exclusive of basements, open porches and garages; provided, however, upon application to the Design Review Board. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure (not pergolas or shade structures) may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard set backs must conform to City ordinances and the Development Standards set forth herein. Structures shall not have more than two-stories.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house will be approved in advance by the

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Design Review Board and will consist of only of cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thrity (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS CAN BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning\HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of two hundred (200) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first floor plate line, the Design Review Board can make exceptions for architectural elements that could include siding below the plate line under certain circumstances when requested by the owner at plan approval stage.

Scissortail Sequoia Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than four thousand (4,000) square feet exclusive of open porches and garages. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure of their own may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard set backs must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry

material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or any other architectural accents. Any siding used in the construction of a house will be approved in advance by the Design Review Board and will consist of only s cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a forty (40) year life in weathered wood, charcoal or black in color. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, al Lots shall have a minimum of two hundred fifty (250) square feet of landscaping bed in the front yard. Each Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Additional General Design Standards

These additional general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to Design Review Board review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the Design Review Board. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot regardless of the Community. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive Design Review Board approval prior to undertaking new construction or a modification.

4.1. Address Numbers. All Lots shall contain address plaques attached to the Dwelling in such form as required by the Design Review Board. Address numbers shall also appear on each mailbox on each Lot if individual boxes are used. Address numbers shall not be painted on any curb.

4.2. Air Conditioners and Fans. See specific Community guidelines.

4.3. Awnings and Birdfeeders. Cloth awnings are not permitted. Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.

4.4. Chimneys. No metal chimneys or metal caps for chimneys shall be used.

4.5. Clotheslines. Clotheslines are prohibited.

4.6. Decks. Decks may be constructed in the back yard of a Lot with prior Design Review Board approval. Decks may be constructed of wood or composite materials or other materials similar to the materials used on the residence. Decks of wood must be painted or stained substantially similar to the residence. The Design Review Board may require the underside of the deck to be screened.

4.7. Dog Houses. Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than four feet (4') wide by four feet (4') long and five feet (5') tall at the peak of the roof. Color of the dog house must match the trim on the residence and shall be shingled substantially similar to that of the residence. Any dog house shall not be visible from any street, any adjacent Lot or Common Areas.

4.8. Dog Runs. Dog runs are not permitted.

4.9. Doors. Door colors and materials shall remain as originally installed, unless otherwise given prior Design Review Board approval.

4.10. Drainage. All drainage shall conform to City ordinance and the Scissortail development drainage plan.

4.11. Driveways and Sidewalks. The Declarant and Builders have installed standard concrete, stone or brick driveways and sidewalks. Any modification to these must receive prior Design Review Board approval and must meet City ordinance. No public sidewalk visible from any street, any Lot or the Common Areas shall be painted, stained or otherwise colored or decorated. No sidewalk or pad shall be constructed for the purpose of storing trash receptacles unless such sidewalk or pad is shielded from view from the street by approved fencing.

4.12. Fences. All fencing shall be consistent throughout the Properties, and shall be constructed of Cedar material in a Shadow Box Design with cap and trim and any street facing fencing will be stained Sable Brown as defined hereined by the Design Review Board. Any request for a different type fence other than wood privacy fencing must be approved by the Design Review Board prior to installation. No chain link or vinyl fencing is allowed within the Properties except during the construction phase and only then so as to confine the trash receptacle area.

4.13. Firewood Storage. Design Review Board approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity and does not constitute a nuisance or hazard or breach of the Governing Documents.

4.14. Flags and Flagpoles; Decorations. Flag poles are permitted provided they do not exceed twenty feet (20') in height and receive prior Design Review Board approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative affect on the aesthetic quality of the community. Flags that are obscene, abusive or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within a reasonable time after the end of such holiday or season not to exceed fifteen (15) days following the end of the holiday or season.

4.15. Garages and Garage Doors. Modifications to original garages and garage doors must receive prior Design Review Board approval. Carports are not allowed.

4.16. Flowers and Gardens. No Design Review Board approval required for flower gardens, however, vegetable gardens are not permitted on Lots.

4.17. Gazebos. Gazebos, pool houses and similar personal recreational structures must receive prior Design Review Board approval.

4.18. Irrigation Systems. Are required on all Lots.

4.19. Landscaping. See, Section 5 below.

4.20. Lights and Lighting. All exterior lighting shall not cause light to fall on adjoining lots or houses.

4.21. Mailboxes. Mailbox design will be designated by the Design Review Board.

4.22. Motion Detector & Security Lighting. Motion detectors and security lights are permitted with prior Design Review Board approval. Under no circumstance shall security lighting shall shine on any adjoining Lot.

4.23. Outbuildings. One (1) complimentary building other than the Dwelling may be approved by the Design Review Board. No garage or complimentary building on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Any complimentary building on a Lot must architecturally match the Dwelling, must be no more than one story, must be approved by Design Review Board and must comply with the Design Review and Development Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on the Properties as Declarant, in Declarant's sole discretion, determines to be necessary during the period of, and in connection with the sale of Lots, construction and sale of Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Design Review Board. Each outbuilding shall be properly permitted as required by City ordinance.

4.24. Outdoor Furniture & Cooking. Except with prior Design Review Board approval, all outdoor furniture shall be contained wholly within the back yard of a Lot. Barbecue grills or other types of outdoor cooking equipment shall be located within the rear yard. Furniture designed and sold for indoor use shall not be used, stored or displayed outside.

4.25. Painting. Prior Design Review Board approval is required for all painting, including, but not limited to, structures and garages, of a color other than originally installed by the Declarant or Builder.

4.26. Patios, Patio Covers, Porches, Arbors. All patios, porches and the like must receive prior Design Review Board approval.

4.27. Play and Sports Equipment. Free standing playhouses, tree houses and other play equipment such as trampolines are permitted, but must be located within the rear yard behind a shadow box fence so as to screen the view from any ajoining lot or street. Permanent basketball goals are permitted in the front yard only with Design Review Board approval and must be properly maintained. Any variation to these provisions will require Design Review Board approval. Temporary basketball goals are not permitted.

4.28. Pools. Small, temporary childrens-style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any Lot in the vicinity and are emptied when not in use. Above-ground pools are not permitted under any circumstance. In-ground pools are permitted with prior Design Review Board approval.

4.29. Retaining Walls. Retaining walls will be constructed of the same masonry materials as the house unless approved in advance by the Design Review Board.

4.30. Roofs. See specific Community design guidelines, above.

4.31. Satellite Dishes and Antennas. No exterior radio antenna, television antenna or other antenna, satellite dish or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view

(i) Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

4.32. Siding. Unless otherwise provided in Community-Specific Design Standards, any siding must receive prior Design Review Board approval.

4.33. Signs: Subject to the restriction that no sign shall be located within any Common Area and except as reserved by the Declarant, the following sign standards shall apply. No signs whatsoever (including, but not limited to, leasing, commercial, political and similar signs) shall be erected or maintained on any Lot that has not been previously approved by the Design Review Board, except that:

(i) Street signs and such other informational signs as may be required by law, a governmental authority, or the Association;

(ii) During the construction of any Residential Dwelling, building or other improvement, only one (1) job identification sign not larger than seventy two (72) inches in height and thirty six (36) inches in width and having a face area not larger than sixteen (16) square feet identifying the builder and realtor. No other subcontractors or vendorsare permitted to have advertising or signage in Scissortail.All Builder and Realtor signs will conform to the design designated by the Design Review Board.

(iii) Not more than one (1) political sign having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Properties may erect signs on Lots owned by Declarant to identify such lender. Builders may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder owns. In all other instances, the Design Review Board must approve all signs prior to placement within the Properties.

4.34. Skateboard Ramps. Not permitted.

4.35. Skylights. See specific Community design standards, above.

4.36. Solar Devices. All solar devices must receive prior Design Review Board approval.

4.37. Statues, Sculptures, Fountains, Ponds. Placement of any statue, sculpture, fountain, pond or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is prohibited by the Design Review Board . All elements of artistic expressions visible from other Lots or requiring any excavation must receive prior Design Review Board approval.

4.38. Storm/Security Doors. Storm and security doors are allowed with prior Design Review Board approval.

4.39. Temporary Structures. Temporary structures suitable for a wedding, birthday party and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within twenty-four (24) hours of the conclusion of the occasion. This design standard shall not limit Association activities.

4.40. Trash and Garbage Receptacles. Trash and other receptacles shall be absent from view from any street, any Lot and Common Areas on all days other than designated trash and/or recycling pick up days.

4.41. Tree Houses. Tree houses constructed in or on vegetation are not permitted.

4.42. Underground Installations. Unless otherwise approved by the Design Review Board, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment. The Association shall have the right to enter on Lots to plant, install, maintain and replace such plants, shrubbery and screening devices without liability to the Owner or otherwise.

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4.43. Variety in Design. Dwellings with the same floor plan and same elevation must have a minimum of three (3) Lots between such Dwellings when built on the same side of a street. Such Dwellings shall not be constructed on corresponding corner Lots. A minimum of two (2) Dwellings must be built between dwellings with the same style and color of brick.

4.44. Walls. All walls of any nature, for example but not limitation retaining walls, landscaping walls and decorative walls, must receive prior Design Review Board approval.

4.45. Wells. Wells of any kind are not permitted except as provided by Declarant for irrigation and water level maintenance of ponds.

5. Landscaping Standards

5.1. Overview.

The Design Review Board retains oversight of landscaping improvements to Lots to make assurance that the Scissortail community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within thirty (30) days of the date the Dwelling is substantially competed, whichever is later. NOTWITHSTANDING SPECIFIC TREE PLANTING REQUIREMEMTS, Lots with numerous naturally occurring trees can request a waiver of the requirement to plant additional trees from the Design Review Board.

5.2. Concepts.

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements and surrounding vegetation.

2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

5.3. Objectives.

All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

1. Beautify.

1.1. Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.

1.2. Soften the impact of corners and broad wall areas with vertical and spreading foliage.

1.3. To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.

2. Screen. Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.

3. Restoration. Restoration of a site due to construction.

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4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and insure that water is moved to the appropriate areas to interface properly with Scissortail's master drainage plan.

5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.

6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.

7. **View**. Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

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Exhibit A to SCISSORTAIL Design Review Guidelines

APPLICATION FOR DESIGN REVIEW FOR SCISSORTAIL

Pursuant to the Governing Documents, any Owner desiring to make any modification to a Lot must make an application to the Design Review Board prior to commencement of work. By completing this Application and making the appropriate submittals, you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to modifications and the authority and discretion afforded the Design Review Board, all such provisions within the Governing Documents being incorporated herein by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) _____

Property address: _____ Lot #: _____

Phone : _____ Email: _____

Community: _____

This is a Re-application: ☐ YES ☐ NO

1. **Modification Area**. Approval is requested for the following modifications as described below and on the submittal pages. The general type of modification requested is indicated below. If applicable, appropriate submittal pages are indicated and attached to this Application. _____
_____
_____
_____

2. **Submittal Pages**. All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review and Development Guidelines. Failure to include the submittal pages will result in a returned Application.

   Commencement date: _____ Time for completion: _____

_____ _____
Owner's Signature(s)

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____
_____
_____

_____ _____
Date Authorized Design Review Board Representative

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☐ Landscaping.
- Savanna
  - ☐ 150 Sq Ft landscape bedding in front yard
  - ☐ 2 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding
- Silhouette
  - ☐ 200 Sq Ft landscape bedding in front yard
  - ☐ 3 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding
- Sequoia
  - ☐ 250 Sq Ft landscape bedding in front yard
  - ☐ 3 Approved trees (Red Oak, Maple, Not Silver Maple, or other Deciduous Tree)
  - ☐ 3" Caliper Trees planted OUTSIDE of landscape bedding

We, the Owner(s) and the Builder have completed our own inspection of the above referenced items.

Commencement date: _____ Time for completion: _____

_____ _____
Owner/Buyer's Signature(s)

_____
Builder's Signature

DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____

_____

_____

_____ _____
Date Authorized Design Review Board Representative

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Exhibit B to SCISSORTAIL Design Review Guidelines

APPLICATION FOR APPROVAL OF FINAL INSPECTION PRIOR TO SALE/CONSTUCTION COMPLETION

Pursuant to the Governing Documents, any Owner desiring to sell a Lot with a completed house must comply with all covenants and design standards. By completing this Inspection and making the appropriate submittals, you successfully complete the requirements for sale.

Name of Owner(s)/Buyer(s): _____

Name of Builder: _____

Lot Number: _____

Property address: _____

Owner/Buyers phone: _____ Owner/Buyers phone: _____

Owner/Buyer's email: _____ Owner/Buyer's email: _____

Builder Must Check Each Section:

Exterior Area. Approval is requested for requirements for the exterior of the home.

- ☐ Compliant Exterior Materials.
- ☐ Outbuilding Compliant to Architecturally Match Main Dwelling
- ☐ Address Numbers Cast into Masonry on House and numbers on Mailbox
- ☐ Drainage
  - ☐ Have NOT Modified Existing Drainage on the Lot
  - ☐ Drainage Modification Occurred (Provide written or pictorial explanation of change and/or remedy)

    _____

    _____

    _____
- ☐ Fencing.
  - ☐ Shadowbox Cap and Trim
  - ☐ Constructed of CEDAR
  - ☐ Constructed of Other Materials Approved by DRB (attach approval)
  - ☐ Stained Sable Brown (for street facing sections)
- ☐ Fully Screened.
  - ☐ HVAC
  - ☐ Pool Equipment
  - ☐ Any Additional Service Equipment

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Exhibit C to SCISSORTAIL Design Review Guidelines

APPLICATION FOR CONSTRUCTION PLANS APPROVAL

Lot Number: _____

Builder/Owner: _____

Commencement Date: _____

Square Footage (Conditioned Space): _____

Square Footage of Outdoor Living Space: _____
(Applies to Silhouette and Sequoia Neighborhoods and only necessary if applicant is asking for consideration to meet the Building Size Requirements as set forth in the Covenants)

All proposed new construction or modification in the Scissortail Subdivision requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application.

Construction drawings include, but may not limited to:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements. The Site Plan will also show the downspout tight lined drainage plan.

2. **Drainage, Erosion Control and Grading Plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required. The Drainage, Erosion and Grading Plan will also show the downspout tight lined drainage plan. The plan will also show the erosion controls.

3. **Floor Plan.** A floor plan must be submitted that details square footage per level and total and showing the entry steps and the finished floor elevation.

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4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans. Any requests for waivers of specific requirements should be specified.

7. **Landscape Plan**. A landscape plan is not a requirement at plan approval but is a valuable tool to help understand the development of each lot and are encouraged to be submitted with the house plans or prior to installation of the landscape materials.

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

Reviewed and Approved this ____ day of _____, 20___.

_____
Design Review Board

Benton County, AR
I certify this instrument was filed on
04/27/2017 8:01:19AM
and recorded in DEED Book
2017 at pages 23858 - 23942
Brenda DeShields-Circuit Clerk

L202142693
BENTON CO. AR FEE $40.00
PRESENTED & E-RECORDED
06/08/2021 08:41:26 AM
BRENDA DESHIELDS
Circuit Clerk & Recorder

This Instrument Prepared By:
John Alan Lewis
J. Alan Lewis, PLLC
207 SE A Street
Bentonville, AR 72712

Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas

Pursuant to Section 17.1 of the Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas dated April 24, 2017, and filed of record with the Benton County, Arkansas Circuit Clerk on April 27, 2017 in Book 2017, Page 23858, et al (the "***Original Covenants***"), the undersigned signatory, Declarant under the Covenants, states as follows:

1. The Original Covenants were filed of record as set forth above.

2. The First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas was filed of record in Benton County, Arkansas on May 21, 2020 as Document #L202028926 (the "***First Amendment***").

3. The Original Covenants and First Amendment are collectively referred to in this instrument as the "***Covenants***."

4. The Class B Control Period remains in effect and the Declarant, pursuant to Section 17.1 of the Covenants, continues to have the right to amend the Covenants.

5. Exhibit E of the Covenants is amended in its entirety and the following inserted in lieu thereof:

Exhibit E

Calculation of Lot Assessments

*Each time a Lot transfers to a new Owner from Declarant or a Builder, the Association shall assess a Lot Capital Fee (the "**Lot Capital Fee**") against the Lot of $500.00 to be paid by the transferee directly to the Declarant. Payment of the Lot Capital Fee to the Declarant is repayment for certain capital expenses made by the Declarant for the benefit of the Subdivision and the Association.*

*Each time a Lot transfers to a new Owner (a new sale or re-sale), the Association shall assess a lot transfer fee (the "**Lot Transfer Fee**") against the Lot of at least $150,*

which amount may increase from time to time, at the sole discretion of Declarant, as general business conditions dictate.

*In addition to the Lot Transfer Fee and the Lot Capital Fee, the Board shall each year establish a regular, annual assessment as to all Lots in the Subdivision (the "**Annual Assessment**"). The Annual Assessment will be billed to each Owner and must be be paid no later than 60 days from the date of the billing. Thereafter, all unpaid Annual Assessment amounts shall be deemed delinquent and subject to the Board filing a lien against the Lot. Despite the preceding sentences, Declarant shall not be liable for Annual Assessments to a Lot so long as Declarant (or any affiliate of Declarant) holds title to the Lot.]*

6. The remaining terms of the Covenants, except as specifically amended above, remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

This Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas is entered into and deemed effective as of the date set forth below.

DECLARANT:

SCISSORTAIL PARTNERS, LLC,
an Arkansas limited liability company

By: _____
Robert David, Manager of Moraine Properties, LLC, Manager of Scissortail Partners, LLC

Date: 6/7/2021, 2021

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF BENTON)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, **ROBERT DAVID**, to me personally well known, who stated that he was the Manager of Moraine Properties, LLC, manager of **SCISSORTAIL PARTNERS, LLC,** an Arkansas limited liability company, and stated and acknowledged that he had executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 7th day of June, 2021.

Ashley M. Robertson
Notary Public

My Commission Expires:

9/19/23

ASHLEY M. ROBERTSON NOTARY PUBLIC ARKANSAS BENTON COUNTY 12395880 EXPIRES 9-19-2023



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in **Doc Num L202142693**
06/08/2021 08:41:26 AM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder

L202028926
BENTON CO. AR FEE $165.00
PRESENTED & E-RECORDED
05/21/2020 01:33:52 PM
BRENDA DESHIELDS
Circuit Clerk & Recorder

This Instrument Prepared By:
John Alan Lewis
J. Alan Lewis, PLLC
207 SE A Street
Bentonville, AR 72712

First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas

Pursuant to Section 17.1 of the Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas dated April 24, 2017 and filed of record with the Benton County, Arkansas Circuit Clerk on April 27, 2017 in Book 2017, Page 23858, et al (the "***Declaration***"), the undersigned signatory, Declarant under the Declaration, states as follows:

1. The Class B Control Period remains in effect and Declarant, pursuant to Section 17.1 of the Declaration, continues to have the right to amend the Declaration.

2. Section 2.7 of the Declaration is amended in its entirety and the following language inserted in lieu thereof:

*2.7 "**Builder**" or "**Approved Builder**" means a general contractor licensed in the State of Arkansas who or which specializes in single family construction and who or which is currently approved by the Declarant so as to construct residential dwellings in the Subdivision and make other improvements to a Lot. At the election of the Declarant, if a Builder acquires title to a Lot in its own name (or the name of an affiliate), the Lot may be declared exempt from Base Assessments for a period of twelve months from the date the Builder takes title to the Lot.*

3. Section 4.1 of the Declaration is deleted in its entirety and the following inserted in lieu thereof:

4.1 General.

The Design Review Board has exclusive architectural and design review approval over all contemplated construction in the Scissortail Subdivision. Each Owner must first obtain the prior written approval of the Design Review Board as to design and the Builder the Owner wants to use to make an improvement to a Lot before beginning work of the kind on a Lot. The Design Review Board may, from time to time, delegate in writing some of its power or responsibilities, with respect to design review to the Association. Unless and until such time as the Design Review Board delegates in writing all or a portion of its reserved rights to the Association, the Association has no jurisdiction over design matters or the approval of a Builder; provided, however, any matters delegated or assigned in writing to the Association may be withdrawn at any time by the Design Review Board or restricted in any way or manner the Design Review Board deems appropriate. To assist with an Owner's navigation of the design review process and standards, the Design Review Board

adopts the Design Review and Development Guidelines as initially set out in Exhibit F, which may be amended from time to time as provided in Section 1.3 to the Design Review and Development Guidelines. Until the Declarant delivers written notice to the Association, the Declarant shall act as the Design Review Board. The Declarant's authority to act as the Design Review Board shall continue until the earlier of: (a) the termination of the Class B Control Period; or (b) the Declarant by Recorded document assigns oversight of the Design Review Board to the Association. Only Approved Builders, as defined in the First Amendment to Declaration of Covenants, shall be used to construct a residential dwelling on a Lot or any modification or enhancement to a residential dwelling located on a Lot.

4. Exhibit E of the Declaration is amended in its entirety and the following inserted in lieu thereof:

Exhibit E

Calculation of Lot Assessments

*Each time a Lot transfers to a new Owner from a Builder or Approved Builder (a new sale), the Association shall assess against that Lot a Lot Capital Fee (the "**Lot Capital Fee**") of $500.00 to be paid directly to the Declarant. Each payment of the Lot Capital Fee to the Declarant is repayment for certain capital expenses made by the Declarant for the benefit of the Subdivision and the Association.*

*Each time a Lot transfers to a new Owner (a new sale or re-sale), the Association shall assess against that Lot a Transfer Fee (the "**Lot Transfer Fee**") of $150.*

*In addition to the Lot Transfer Fee and the Lot Capital Fee, the Board shall each year establish a regular, annual assessment for that year for all Lots in the Subdivision (the "**Annual Assessment**"). The Annual Assessment will be billed to each Owner and must be be paid no later than 60 days from the date of the billing. Thereafter, all unpaid Annual Assessment amounts shall be deemed delinquent and subject to the Board filing a lien against the Lot. Despite the preceding sentences, the Declarant shall not be liable for Annual Assessments to a Lot so long as Declarant (or any affiliate of Declarant) holds title to the Lot.]*

5. Exhibit F is amended in its entirety as set forth in Schedule 4.1 attached.

[SIGNATURE PAGE FOLLOWS]

This First Amendment to Declaration of Covenants, Conditions, and Restrictions for Scissortail Subdivision, a Residential Community to the City of Rogers, Benton County, State of Arkansas is entered into and deemed effective as of the date set forth below.

DECLARANT:

SCISSORTAIL PARTNERS, LLC,
an Arkansas limited liability company

By: _____
Robert David, Manager of Moraine Properties, LLC, Manager of Scissortail Partners, LLC

Date: May 21, 2020

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) ss:
COUNTY OF Benton)

On this day personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, **ROBERT DAVID**, to me personally well known, who stated that he was the Manager of Moraine Properties, LLC, manager of **SCISSORTAIL PARTNERS, LLC,** an Arkansas limited liability company, and stated and acknowledged that he had executed and delivered the foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

WITNESS my hand and official seal this 21st day of May, 2020.

Ashley M. Robertson
Notary Public

My Commission Expires:
9/19/2023

ASHLEY M. ROBERTSON NOTARY PUBLIC ARKANSAS BENTON COUNTY 12395880 EXPIRES 9-19-2023

SCHEDULE 4.1
(To First Amendment to Declaration)

AMENDED AND RESTATED DESIGN REVIEW AND DEVELOPMENT GUIDELINES FOR SCISSORTAIL

Pursuant to the authority granted the Design Review Board in Section 1.3, Exhibit F of the Declaration, the Design Review Board amends and restates the Design Review and Development Guidelines for Scissortail in their entirety as set forth below:

RECITALS:

A. Capitalized terms shall have the meanings set forth in that certain Declaration of Covenants, Conditions and Restrictions for Scissortail, a Residential Community in the City of Rogers, Benton County, Arkansas recorded with the Benton Circuit Clerk on April 27, 2017, 2017 in Book 2017, page 23858, as amended (the "***Declaration***"), unless the context in these Amended and Restated Guidelines indicates otherwise.

B. These Amended and Restated Guidelines are not intended to be a complete list of all criteria that must be satisfied in connection with construction of improvements. Compliance with these Amended and Restated Guidelines does not assure approval of any particular designs. The Declarant or Design Review Board, as the case may be, reserves the right to approve particular designs which vary from or otherwise do not comply with these Amended and Restated Guidelines.

C. So as to maintain continued conformity with the Declaration and assure that first-class construction methods are continued in the Subdivision as well as to protect the Developer's significant investment in the infrastructure in the Subdivision, the Design Review Board has determined that it is in the best interests of all parties to only allow approved residential builders in the Subdivision that that have the requisite expertise and financial capability to complete in a timely manner projects they begin. The Design Review Board shall maintain a list of approved residential builders (the "***Approved Builders***", "***Builders***", "***Approved Builder***", or "***Approved Builder***" as the context requires). Approved Builders are the only persons permitted to build dwellings or make other improvements or modifications to a Lot in the Subdivision. The Design Review Board will only consider applications from Owners that designate an Approved Builder as the general contractor for the contemplated project.

D. These Amended and Restated Guidelines are a mechanism for maintaining and enhancing the overall aesthetics of Scissortail; they do not create any duty to any Person. Review and approval of any designs shall be based on aesthetic considerations only. Declarant, the Association or the Design Review Board shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, for ensuring compliance with building codes and other governmental requirements, for failure to give

any Builder or Owner notice of any easement or right of way of record, or for ensuring that every structure is of comparable quality, value or size, of similar design or aesthetically pleasing or otherwise acceptable to other owners of property in Scissortail. Declarant makes no warranty, express or implied, that the information or guidelines contained herein are suitable for any particular use and hereby disclaims any liability in connection with the use of this information.

1. INTRODUCTION

1.1. Purpose.

Scissortail is a planned community comprising real property in Benton County, Arkansas. The purpose of the Scissortail development is to provide a high quality, aesthetically pleasing residential community, while preserving the natural beauty of the area and enhancing the value of each Owner's investment. The purpose of the Design Review and Development Guidelines and Design Review Board is to meet the overall Scissortail purpose by assisting in the building design process. As a general rule, the Design Review and Development Guidelines and Design Review Board will not dictate any particular architectural style or hinder personal design preferences. The Design Review and Development Guidelines and Design Review Board will strive to maintain an aesthetic flow between each of the Communities. Traditional design details may be incorporated in the Design Review and Development Guidelines, but any styles that tend to disrupt aesthetic harmony will be discouraged.

1.2. Scope.

The Design Review and Development Guidelines and Design Review Board's oversight apply to all modifications as defined within the Governing Documents. Modifications include new construction and the alteration of or additions to existing construction. "**Owner**" shall include any entity or person retained or employed by an Owner. "**Approved Builder**" means one of the residential building contractors on a list of approved builders maintained by the Design Review Board.

1.3. Amendments.

The Design Review Board may amend, cancel, add to, modify or otherwise change these Amended and Restated Guidelines from time to time as necessary in the Design Review Board's sole discretion. The Design Review Board shall send notice of any changes by mail to all Owners at least five (5) business days prior to implementation of any new design guideline. Such mailing or failure thereof, shall not relieve an Owner of such Owner's obligation to determine applicable design guidelines prior to making any new construction or modification.

1.4. Compliance with Local Law and Covenants.

The Design Review Board is not responsible for notice of or ensuring compliance with building codes, structural details, local, state, federal law or environmental agency compliance.

Notwithstanding the foregoing, prior to sale by the original Owner (Builder) of any Lot or completed house thereon, a final inspection must be conducted by the Design Review Board to ensure full compliance with all covenants and design standards. No letter will be provided by the Declarant, Design Review Board or Property Owners Association without

the final inspection being complete and a copy of Exhibit B attached hereto signed by all parties.

1.5. Limitation of Liability.

The Design Review Board is not responsible and shall bear no liability for the accuracy of drawings and techniques of construction. The Design Review Board shall bear no liability and is not responsible for workmanship, safety or quality of new construction or modification based on its review and decision of an application.

2. DESIGN REVIEW PROCEDURES

2.1. Applicability.

These Amended and Restated Guidelines apply to all new construction, remodeling and modifications within Scissortail. Other examples include by illustration only mail boxes, fences, antenna and satellite receivers, outdoor sculptures or artwork, storm doors, security doors, windows, storm windows and siding and playground and outdoor recreational equipment of any type.

2.2. Design Review Board.

Oversight of the Design Review and Development Guidelines is vested in the Design Review Board. The Design Review Board shall initially consist of one Builder and at least two persons appointed by the Declarant but at no time more than five (5) persons. Members of the Design Review Board may include Builders, architects or similar professionals who are not Owners.

The Design Review Board may adopt detailed application and review procedures and design standards governing its area of responsibility consistent with the Declaration. All new construction and modifications shall take place in strict compliance with the Declaration, these Amended and Restated Guidelines and the application and review procedures promulgated by the Design Review Board.

2.3. Review Fees.

The Design Review Board may not establish a review fee schedule applicable to the oversight of administering the Design Review and Development Guidelines.

2.4. Review Standards.

As provided in the Governing Documents, the Design Review Board shall approve any new construction or modification only if the Design Review Board deems, in its discretion, that new construction and modifications conform to and harmonize with the existing surroundings, residences, landscaping and structures and meets the requirements for such new construction and modifications found in the Governing Documents, these Amended and Restated Guidelines and procedures promulgated by the Design Review Board. A structure destroyed (partially or totally) by fire or other casualty or peril shall be considered as new construction.

The Design Review Board evaluates all submissions on the merits of the application. Besides evaluation of the particular design which shall include consideration of the characteristics of the housing type and the particular site.

Design decisions are not based on personal opinion or taste. Judgments of acceptable design are based on the following standards, which are presented in more specific form within Sections 3 and 4 to these Amended and Restated Guidelines.

Compliance with the Governing Documents. All applications are reviewed to confirm that the proposed new construction or modification is in conformance with the Governing Documents.

Relation to the Natural Environment. All applications are reviewed to confirm that the proposed new construction or modification represents a positive or neutral effect on the surrounding natural environment.

Validity of Concept. All applications are reviewed to confirm that the proposed new construction or modification is sound in concept and appropriate to its surroundings.

Design Compatibility. All applications are reviewed to confirm that the proposed new construction or modification is compatible with the architectural characteristics of existing structures both on the Lot and in the vicinity. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details. Identical elevations cannot be used where the structures are visible one to the other.

Location and Impact on Neighbors. All applications are reviewed to confirm that the proposed new construction or modification relates favorably to the landscape, the existing structures on the Lot and in the vicinity. Primary issues of concern are access, drainage, sunlight and ventilation.

Scale. All applications are reviewed to confirm that the proposed new construction or modification relates well to the size, in three (3) dimensions, of existing structures on Lots in the vicinity. For example, additions to an existing structure that would place the square footage of the structures on a Lot in disproportion to structures on Lots in the vicinity may be inappropriate.

Color. All applications are reviewed to confirm that the proposed new construction or modification conforms to the colors represented on the existing structures on the Lot and on Lots in the vicinity. Pastel colors or bright colors will only be permitted by special request if at all.

Materials. All applications are reviewed to confirm that the proposed new construction or modification utilizes materials of the same or compatible nature as were used on existing structures on the Lot or on Lots in the vicinity.

Workmanship. All applications are reviewed to confirm that the proposed new construction or modification would entail workmanship of an equal or better quality than that represented on existing structures on the Lot or on Lots in the vicinity.

Timing. All applications are reviewed to confirm that the proposed new construction or modification will be completed in a timely manner, whether an Owner performs such work or contracts the work to be done. All construction activity associated with any Lot for which an application has been approved by the Design Review Board shall be substantially complete (as

determined by the Declarant or the Design Review Board) within eighteen months from the date the application was initially approved and all landscaping fully installed within thirty (30) days from the date the dwelling unit is completed. The failure to satisfy this time requirement shall subject the Owner or the Builder to Builder Assessments.

Approved Builder. All applications must include the full name of the Approved Builder the Owner intends to use for the proposed construction or modification.

2.5. Review Process for New Construction and Modifications.

Prior to making application to the Design Review Board, Owners are encouraged to meet with a representative of the Design Review Board to avoid confusion about the approval process and to determine the acceptability of their design intent. The Owner should also obtain a current copy of the Design Review and Development Guidelines and applicable forms. Prior to commencing any new construction, a Builder shall submit to the Design Review Board fully completed application forms for approval. The acceptable application forms appear as Exhibits A, B, and C to these Amended and Restated Guidelines. Such application shall include Plans showing floor plans with square footages, site layout, exterior elevations, exterior materials and colors, drainage structures if any and other features of proposed construction, as applicable. The Design Review Board may require the submission of such additional information as may be reasonably necessary to consider any application. The Design Review Board will provide a response within five (5) days of receipt. The Design Review Board will meet on a regular basis as determined by the Design Review Board.

In reviewing each submission, the Design Review Board will consider the application based on the Review Standards. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that determinations as to such matters are purely subjective and opinions may vary as to the desirability and/or attractiveness of particular improvements.

Within five (5) days after receipt of a completed application and all required information, the Design Review Board shall respond in writing or email to the applicant at the address specified in the application. The response may: (a) approve the application, with or without conditions; (b) approve a portion of the application and disapprove other portions; or (c) disapprove the application. The Design Review Board may, but shall not be obligated to, specify the reasons for any objections and/or offer suggestions for curing any objections.

In the event that the Design Review Board fails to respond to a properly submitted application in a timely manner, approval shall be deemed to have been given, subject to Declarant's right to veto approval by the Design Review Board pursuant to this section. Any approval inconsistent with the Declaration or these Amended and Restated Guidelines is void unless a variance has been granted pursuant to Section 4.5 of the Declaration.

The Design Review Board shall notify Declarant, so long as Declarant owns any property described in Exhibits A or B to the Declaration and the Design Review Board in writing within three (3) business days after the Design Review Board has approved any application relating to proposed modifications unless Declarant or the Design Review Board, respectively, waives, in writing, its right to such notification. The notice shall be accompanied by a copy of the application

and any additional information which the Design Review Board may require. Declarant, so long as Declarant owns any of the Properties and the Design Review Board shall have ten (10) days after receipt of such notice to veto any such action, in the sole discretion of each, by written notice to the Design Review Board and the applicant.

If construction does not commence on a new construction or modifications project for which plans have been approved within one hundred and twenty (120) days after the date of approval, such approval shall be deemed withdrawn and the Owner shall reapply for approval before commencing the proposed modifications. "***Commencement***" shall begin on such actions as, but not limited to, delivery of materials and labor exerted relative to the new construction or modification. After construction is commenced, it shall be diligently pursued to completion. All new construction or modifications shall be completed within eighteen (18) months from the date the Design Review Board approves the application unless otherwise specified in the notice of approval or unless the Design Review Board grants an extension in writing, which it shall not be obligated to do. Any new construction or Modifications not completed within the required time shall be considered nonconforming and shall be subject to enforcement action by the Design Review Board, the Association, Declarant or any aggrieved Owner as well as being subject to Builder Assessments.

The Design Review Board, by resolution, may exempt certain activities from the application and approval requirements of this Article, provided such activities are undertaken in strict compliance with the requirements of such resolution. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. Any Owner may remodel, paint or redecorate the interior of the home on such Owner's Lot without approval provided such alterations do not affect the aesthetics of the exterior of the home as they appear prior to the alteration. Modifications to the interior of screened porches, patios and similar portions of a home visible from outside the structure shall be subject to approval. This section shall not apply to the activities of Declarant or to activities of the Association during the Class B Control Period.

3. CONSTRUCTION GUIDELINES AND PROCEDURES

3.1. Construction Drawings.

All proposed new construction or Modification requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application. Requests for the approval of plans for the construction of homes that are identical to one another shall only be for Lots separated one to the other so that they are not visible one to the other. Changes in the elevation will be considered by the Design Review Board as a solution to this issue.

Construction drawings include, but are not limited to:

Site Plan. A site plan must be submitted with the application and will include, at a minimum, the following:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements.

2. **Drainage and grading plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans.

7. **Landscape Plan**. A landscape plan is not a requirement but is a valuable tool to help understand the development of each Lot and is encouraged to be submitted with the house plans.

8. **Erosion control and Grading Plan**. All Lots will require an erosion control plan which can be represented on the site plan or the grading plan but must show all erosion control devices.

3.2. Changes After Approval of Final Construction Plans

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

3.3. Construction/Development Guidelines.

3.3.1. GENERAL.

These Construction and Development Guidelines are intended for compliance by all contractors, subcontractors, material suppliers, maintenance personnel and any others engaged in construction or related activity in Scissortail. These Amended and Restated Guidelines are not intended to restrict, penalize or impede construction activity during reasonable performance of

duties while within Scissortail. Rather, they will be enforced fairly to achieve the objectives enumerated below and in the Governing Documents and to facilitate orderly and controlled construction activity, thereby preserving the overall quality of Scissortail's appearance. Violations are subject to assessments and repeated violations may be cause for denial of access.

3.3.2. GUIDELINES.

1. **Site Activity/Appearance; Clearing.** All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. All materials stored on a Lot shall be kept in a neat condition to not detract from the appearance of the Properties and so as to give the visual impression from adjacent streets of a safe, clean and orderly work site. All building material deliveries shall be coordinated to minimize lengthy (in excess of two (2) weeks) on-site storage before use. All scrap materials and trash will be confined to a particular area on each Lot. Trash is to be placed in a wire mesh or solid container at the end of each day and is to be removed frequently enough to prevent overflow from the container, (this requirement will also apply to construction offices). Site clearing or construction on any property within Scissortail is not permitted without first submitting an application and obtaining final approval from the Design Review Board.

2. **Trash Receptacles.** Each building site must have a trash receptacle for construction debris which is to be emptied or removed when full. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of trash receptacles. The dumping of construction trash is not permitted within Scissortail and must be removed by covered truck. Wind-blown trash pickup is required. Any default by an Owner or contractor under this section shall be remedied within twenty-four (24) hours of notice of such default. Trash receptacles must be kept in an area confined by chain link or similar fencing. Trash susceptible to blowing such as paper and other lightweight material will be contained in a caged configuration so to avoid being blown out of construction receptacles or dumpsters.

3. **Portable Toilets.** Clean and sanitary conditions are required for all toilets. When and where appropriate and with approval of the Design Review Board, contractors may coordinate sharing of portable toilets, so long as these guidelines are adhered to. In all respects, the Design Review Board will seek to lessen the aesthetic impact and total number of portable toilets in Scissortail during construction.

4. **Nuisances and Construction Hours**. No loud speakers are permitted on building sites. Inappropriate volume levels on radios, stereos, etc. will not be permitted. All construction activities shall be undertaken with care to minimize interference with traffic and to protect the general public, surrounding communities and homeowners. Construction activities shall occur only during the hours of **7 a.m. to 7 p.m.** Central Standard Time.

5. **No Pets.** Pets are not allowed on building sites. No Exceptions.

6. **Compliance with Design Review Board Approval.** All buildings and landscape plans must be approved in writing by the Design Review Board and the Owner and the building contractor are jointly responsible that approved plans are followed in all aspects with respect to the exterior of the house and grounds. Construction is to be complete to a point of having the exterior finished and landscaping in place in accordance with the approved plan within twelve (12) months of commencement. Any change to the exterior of the house, siding, driveway, garage, etc., must receive prior approval from the Design Review Board.

7. **Signs.** Builders shall not place any sign within the right-of-way of any street or road providing access to Scissortail without the Design Review Board's prior written approval. Builders may be allowed one sign on each Lot owned by the respective Builder, advertising the sale of such Lot. All signs shall be of a size designated by and design approved by the Design Review Board. Builder agrees to use the approved marketing logo(s) on all marketing and advertising materials excluding sales signs.

8. **Deposit of Fill, Gravel or Debris/Concrete Washout Area.** All construction scrap materials, debris, dirt and other construction by-products must be removed promptly from the building site by covered truck. The Owner or the Design Review Board shall designate a clean-out area for concrete trucks and curb cut debris. Such area shall be the only location within the Properties in which washout may occur and curb cut debris may be stored. This area shall be cleaned every two weeks to maintain the appearance of the overall development.

9. **Erosion Control.** Each Owner shall be responsible for the installation and maintenance of all necessary erosion control devices and shall at all times keep erosion control devices in good working order. Any failure of erosion control devices and subsequent clean-up shall be the responsibility of the Owner, including reimbursement of the Declarant and Association of any expenses they have incurred. In the event landscaping is delayed to meet optimal planting seasons, Owner shall be responsible for establishing and maintaining turf to minimize erosion. Receipt of a Design Review Board acknowledgement of compliance will depend on compliance with erosion control provisions. Any default by an Owner or contractor of erosion control pursuant to this section shall be remedied within twenty-four (24) hours of notice of such default.

10. **Repair to Damaged Property.** Damage or scarring to other property, including, but not limited to, open space, other Lots, roads, driveways, fences, mailboxes, sidewalks and/or other improvements whether surface or subsurface will not be permitted to continue in a state of disrepair for more than fifteen (15) days. If any such damage occurs, it shall be repaired and/or restored promptly. On completion of construction, each contractor shall clean the construction site and repair all property, whether above surface or subsurface, which was damaged, including, but not limited to, restoring grades, planting shrubs and trees as approved or required by the Design Review Board and repairing streets, driveways, pathways, fences, mailboxes, sidewalks, culverts, ditches, signs, lighting and fencing, etc.

11. **Schedule of Assessments for Violations of the Design Review and Development Guidelines for Scissortail.** The following is a Schedule of Assessments that will be enforced when a contractor, Approved Builder, or Owner violates the Governing Documents and/or these Amended and Restated Guidelines. The assessments are in addition to any actual costs incurred by the Association as a result of an Owner's non-compliance, which will be assessed to the Owner. The assessments collected will be used for grounds beautification in Common Areas and will not be refunded to the contractor or Owner. Assessments will be charges against the Lot and may prevent transfer of the Lot or frustration of construction/permanent financing. Assessments levied by the Design Review Board due to violations may be appealed, in writing, with appropriate justification, to the Chairman of the Design Review Board. The Schedule of Assessments may be amended by the Design Review Board to meet the needs of the Property as development continues. Such amendments shall occur as provided under Section 1.3 of the Design Review and Development Guidelines.

Schedule of Assessments

The Violation	Assessment
▪ First violation of guideline	Owner will receive notice of violation and have five (5) consecutive days to remedy violation, otherwise $100.00 fine.
▪ Second violation of guideline	$500.00

- Subsequent violations shall be assessed $50.00 per day. A notice of violation shall be sent certified mail to the Owner or contractor and any assessment shall accrue on a daily basis beginning 72 hours after the Owner or contractor receives such notice. Otherwise, any assessment shall accrue beginning 72 hours of actual notice of the violation.

4. **DESIGN STANDARDS**
PLEASE NOTE THAT DESIGN STANDARDS MAY VARY BY COMMUNITY. BE SURE TO DETERMINE THE APPLICABLE STANDARD FOR YOUR COMMUNITY.

In addition to the design standards contained elsewhere in these Amended and Restated Guidelines, there are specific design review standards applicable to Lots within a particular Community. "**Design Review Board**" shall refer to the Design Review Board otherwise known as the Architectural Review Committee.

Fencing/Easement Areas. All fences must be Shadow box design with cap and trim, must be constructed of Cedar. At a minimum all street facing fence sections will be stained "Sable Brown" (using the product Wood Defender, Standard Paints, Inc.) and must be specifically approved by Design Review Board.

Gating of Lots. The gating of the driveway of any Lot must be approved by the Design Review Board and must otherwise comply with the Governing Documents.

Siting of Houses. All houses will be sited on Lots using GPS coordinates.

Play areas/Recreational Equipment. All play and recreational equipment or structures including, but not limited to, pools, swing sets, trampolines, batting cages and similar types of materials shall be installed such that they are not capable of being seen from any street unless such placement is not possible due to the uniqueness of a particular lot.

Garages. All detached garages must be specifically approved by the Design Review Board.

Chimneys. In addition to certain Community specific requirements, there shall be no metal chimneys.

HVAC/Service Equipment/Pool Equipment. All service or support equipment installed to support a dwelling unit including heating and air conditioning systems, swimming pool equipment and electrical systems (including generators or solar panels) shall be installed such that they are fully screened or not visible from the street or an adjoining Lot.

Mailboxes. All mailboxes will be of the type as designated by the Design Review Board.

Landscape Escrow. Each Builder will ensure that a Landscape Escrow is included in each custom home construction contract to ensure minimum standards for planting and irrigation are met by the custom home owner or buyer. Furthermore, a Builder will not permit custom home owner or buyer to remove landscape and irrigation installation from the custom home construction contract prior to completion of the contract.

Community-Specific Design Standards

Scissortail Savanna Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than two-thousand eight hundred (2,800) square feet exclusive of basements (unless walkout), open porches and garages. Front yard and side yard setbacks must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories except where site characteristics provide for walk out basement construction.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first-floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or other similar masonry material. This restriction shall not apply to the eaves,

dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a thirty (30) year life in weathered wood, charcoal or black. All other roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8/12 BUT DEPENDING ON ARCHITECTURAL STYLE LOWER PITCH ROOFS MAY BE CONSIDERED AND APROVED BY THE Design Review Board.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete, stone or brick or combination thereof approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning/HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. All Lots shall have a minimum of one hundred and fifty (150) square feet of landscaping bed in the front yard. Each Owner shall cause his\her\its Builder to install a minimum of Two (2) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior advance approval of the Design Review Board. All lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first-floor plate line, the Design Review Board can make exceptions for architectural elements that may include siding below the plate line under certain circumstances when requested in writing by the Owner at plan approval stage.

Scissortail Silhouette Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than three thousand two hundred (3,200) square feet exclusive of basements, open porches and garages; provided, however, upon application to the Design Review Board. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure (not pergolas or shade structures) may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard setbacks must conform to City ordinances and the Development Standards set forth herein. Structures shall not have more than two-stories.

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only of cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural asphalt shingles with no less than a thirty (30) year life in weathered wood, charcoal or black. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning\HVAC screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. In addition to any other landscaping requirement under these Design Review Guidelines, all trees planted on the Lot must be a 3" caliper or larger Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior advance approval of the Design Review Board. All Lots shall have a minimum of Two hundred (200) square feet of landscaping in the front yard. In addition. Each Owner shall cause his\hers\its Builder to install a minimum of three (3) approved trees, measuring at least 3" in caliper, and placed in front of the dwelling of all Lots upon completion. All Lots will be sodded and fully irrigated with automatic irrigation system.

Use of Siding below plate line. Notwithstanding the requirement for masonry to the first-floor plate line, the Design Review Board can make exceptions for architectural elements that may include siding below the plate line under certain circumstances when requested by the owner at plan approval stage.

Scissortail Sequoia Community

Building size and set back requirements. The minimum square footage of any Dwelling on the Lot shall be no less than four thousand (4,000) square feet exclusive of open porches and garages. "Outdoor living spaces" that are covered by the roof structure of the home or that are freestanding and covered by a structure of their own may qualify as dwelling square footage if requested by the Owner at the time of plan approval. Front yard and side yard setbacks must conform to City ordinance and the Development Standards set forth in Section 2.6. Structures shall not have more than two-stories

Foundation and Brick. Brick on all houses shall continue to ground level, except where pier and beam foundations are approved. In any instance where the foundation or other non-brick or rock facade is not continued to the ground, landscaping must be placed to cover or screen said area from view from front street.

Material. The exterior of all houses must consist entirely of masonry or rock construction up to the first-floor plate line, which shall include brick, stone, stucco, cultured stone (product specific), or similar masonry material. This restriction shall not apply to the eaves, dormers, overhangs, or facia of any such building, or any other architectural accents. Any siding used in the construction of a house must be approved in advance by the Design Review Board and shall consist of only cement-fibrous board commonly known as Hardi-Plank. Hardy Plank is NOT considered masonry material. No dryvit or similar finish is permitted.

Height. The maximum height for a structure must not exceed City ordinance standards and must receive prior approval from the Design Review Board.

Roofs. All roofs shall be completed using slate, tile, or architectural shingles with no less than a forty (40) year life in weathered wood, charcoal or black in color. All roofing materials must be approved by the Design Review Board prior to installation of decking. All roofs shall have a minimum pitch slope of 8 to 12.

Roof Accessories and Equipment. Design Review Board approval is required for rooftop equipment and accessories, unless specifically excepted in this paragraph. All rooftop equipment must match roofing colors or be of a color that complements the house and must be placed as inconspicuously as possible. Exposed flashing, gutters and downspouts must be painted to match the fascia and siding of the structure unless otherwise approved by the Design Review Board. No exposed attachment straps will be allowed. Any installed solar energy equipment shall have the appearance of a skylight, shall have a finished trim material or curb and shall not be visible from the street or Common Area.

Driveways. Asphalt drives and parking areas are not permitted. Driveways and parking areas must be concrete or other hard-surface approved by the Design Review Board. Community recreational amenities and model homes constructed by the Declarant or Builders with written approval from the Declarant are exempt from this provision.

Air conditioning screen. Shrubbery or other landscape or hardscape material approved by the Design Review Board shall screen air conditioner units and all exterior utility devices.

Minimum Landscaping. All Lots shall have a minimum of Two hundred and fifty (250) square feet of landscaping bed in the front yard. Each Owner shall cause his\hers\its Builder to install Builder shall be responsible for providing a minimum of Three (3) approved trees, measuring at least 3" in caliper. The trees must be placed in front of the dwelling, yet outside of the landscaping beds that abut the home. The approved trees shall be Red Oak, Maple (not silver maple) or other deciduous trees. Pine Trees may be used as alternates with prior approval of the Design Review Board. All Lots will be sodded and fully irrigated with automatic irrigation system.

Additional General Design Standards

These additional general design standards are listed below in alphabetical order according to natural headings. The following list of design standards is presented for your convenience and should not be taken to be an exhaustive or exclusive list of items subject to Design Review Board review. If you have any questions about a particular design standard or applicability to your proposed design, please contact the Design Review Board. Unless otherwise indicated within the specific design standard, each design standard applies to every Lot regardless of the Community. None of the following design standards should be read so as to negate making an application or the requirement of an Owner to receive Design Review Board approval prior to undertaking new construction or a modification.

4.1. **Address Numbers**. All Lots shall contain address plaques attached to the Dwelling in such form as required by the Design Review Board. Address numbers shall also appear on each mailbox on each Lot if individual boxes are used. Address numbers shall not be painted on any curb.

4.2. Air Conditioners and Fans. See specific Community guidelines.

4.3. Awnings and Birdfeeders. Cloth awnings are not permitted. Seeded or suet birdfeeders are only allowed in private backyards below the top of the fence line. Because there are no seeds in hummingbird feeders, these are allowed on private property without a height limit.

4.4. Chimneys. No metal chimneys or metal caps for chimneys shall be used.

4.5. Clotheslines. Clotheslines are prohibited.

4.6. Decks. Decks may be constructed in the back yard of a Lot with prior Design Review Board approval. Decks may be constructed of wood or composite materials or other materials similar to the materials used on the residence. Decks of wood must be painted or stained substantially similar to the residence. The Design Review Board may require the underside of the deck to be screened.

4.7. Dog Houses. Any dog house shall be located in the back yard of a Lot. Any dog house shall not be larger than four feet (4') wide by four feet (4') long and five feet (5') tall at the peak of the roof. Color of the dog house must match the trim on the residence and shall be shingled substantially similar to that of the residence. Any dog house shall not be visible from any street, any adjacent Lot or Common Areas.

4.8. Dog Runs. Dog runs are not permitted.

4.9. Doors. Door colors and materials shall remain as originally installed, unless otherwise given prior Design Review Board approval.

4.10. Drainage. All drainage shall conform to City ordinance and the Scissortail development drainage plan.

4.11. Driveways and Sidewalks. The Declarant and Builders have installed standard concrete, stone or brick driveways and sidewalks. Any modification to these must receive prior Design Review Board approval and must meet City ordinance. No public sidewalk visible from any street, any Lot or the Common Areas shall be painted, stained or otherwise colored or decorated. No sidewalk or pad shall be constructed for the purpose of storing trash receptacles unless such sidewalk or pad is shielded from view from the street by approved fencing.

4.12. Fences. All fencing shall be consistent throughout the Properties, and shall be constructed of Cedar material in a Shadow Box Design with cap and trim and any street facing fencing will be stained Sable Brown as defined by the Design Review Board. Any request for a different type fence other than wood privacy fencing must be approved by the Design Review Board prior to installation. No chain link or vinyl fencing is allowed

within the Properties except during the construction phase and only then so as to confine the trash receptacle area.

4.13. **Firewood Storage**. Design Review Board approval is not required provided such storage occurs in the backyard of a Lot, is not visible from any Lot in the vicinity and does not constitute a nuisance or hazard or breach of the Governing Documents.

4.14. **Flags and Flagpoles; Decorations**. Flag poles are permitted provided they do not exceed twenty feet (20') in height and receive prior Design Review Board approval. Any flags of a federal or state nature are allowed. Decorative flags are not discouraged, but will be disallowed if, in the sole discretion of the Board, the decorative flag has a negative effect on the aesthetic quality of the community. Flags that are obscene, abusive or that communicate messages repugnant to a reasonable person are disallowed. All holiday and seasonal decorations shall be removed within a reasonable time after the end of such holiday or season not to exceed fifteen (15) days following the end of the holiday or season.

4.15. **Garages and Garage Doors**. Modifications to original garages and garage doors must receive prior Design Review Board approval. Carports are not allowed.

4.16. **Flowers and Gardens**. No Design Review Board approval required for flower gardens; however, vegetable gardens are not permitted on Lots.

4.17. **Gazebos**. Gazebos, pool houses and similar personal recreational structures must receive prior Design Review Board approval.

4.18. **Irrigation Systems**. Are required on all Lots.

4.19. **Landscaping**. See, Section 5 below.

4.20. **Lights and Lighting**. All exterior lighting shall not cause light to fall on adjoining lots or houses.

4.21. **Mailboxes**. Mailbox design will be designated by the Design Review Board.

4.22. **Motion Detector & Security Lighting**. Motion detectors and security lights are permitted with prior Design Review Board approval. Under no circumstance shall security lighting shall shine on any adjoining Lot.

4.23. **Outbuildings**. One (1) complimentary building other than the Dwelling may be approved by the Design Review Board. No garage or complimentary building on any Lot shall be used as a residence or living quarters except by servants engaged on the premises. Any complimentary building on a Lot must architecturally match the Dwelling, must be no more than one story, must be approved by Design Review Board and must comply with the Design Review and Development Guidelines. Notwithstanding the foregoing, Declarant reserves the exclusive right to erect, place and maintain, and to permit Builders to erect, place and maintain, such facilities in and on the Properties as

Declarant, in Declarant's sole discretion, determines to be necessary during the period of, and in connection with the sale of Lots, construction and sale of Dwellings and construction of other improvements within the Subdivision. All such sales and construction facilities shall be located in the area designated by Declarant and landscaped to the approval of the Design Review Board. Each outbuilding shall be properly permitted as required by City ordinance.

4.24. **Outdoor Furniture & Cooking**. Except with prior Design Review Board approval, all outdoor furniture shall be contained wholly within the back yard of a Lot. Barbecue grills or other types of outdoor cooking equipment shall be located within the rear yard. Furniture designed and sold for indoor use shall not be used, stored or displayed outside.

4.25. **Painting**. Prior Design Review Board approval is required for all painting, including, but not limited to, structures and garages, of a color other than originally installed by the Declarant or Builder.

4.26. **Patios, Patio Covers, Porches, Arbors**. All patios, porches and the like must receive prior Design Review Board approval.

4.27. **Play and Sports Equipment**. Free standing playhouses, tree houses and other play equipment such as trampolines are permitted, but must be located within the rear yard behind a shadow box fence so as to screen the view from any adjoining lot or street. Permanent basketball goals are permitted in the front yard only with Design Review Board approval and must be properly maintained. Any variation to these provisions will require Design Review Board approval. Temporary basketball goals are not permitted.

4.28. **Pools**. Small, temporary childrens-style pools are permitted provided such pools are contained in the backyard of the Lot, are not visible from any Lot in the vicinity and are emptied when not in use. Above-ground pools are not permitted under any circumstance. In-ground pools are permitted with prior Design Review Board approval.

4.29. **Retaining Walls**. Retaining walls will be constructed of the same masonry materials as the house unless approved in advance by the Design Review Board.

4.30. **Roofs**. See specific Community design guidelines, above.

4.31. **Satellite Dishes and Antennas**. No exterior radio antenna, television antenna or other antenna, satellite dish or audio or visual reception device of any type shall be placed, erected or maintained on any Lot, except inside a residence or otherwise concealed from view

(i) Wiring or cabling shall be installed so as to be minimally visible and blend into the material to which it is attached.

4.32. **Siding**. Unless otherwise provided in Community-Specific Design Standards, any siding must receive prior Design Review Board approval.

4.33. **Signs**: Subject to the restriction that no sign shall be located within any Common Area and except as reserved by the Declarant, the following sign standards shall apply. No signs whatsoever (including, but not limited to, leasing, commercial, political and similar signs) shall be erected or maintained on any Lot that has not been previously approved by the Design Review Board, except that:

(i) Street signs and such other informational signs as may be required by law, a governmental authority, or the Association;

(ii) During the construction of any Residential Dwelling, building or other improvement, only one (1) job identification sign not larger than seventy-two (72) inches in height and thirty-six (36) inches in width and having a face area not larger than sixteen (16) square feet identifying the builder and realtor. No other subcontractors or vendors are permitted to have advertising or signage in Scissortail. All Builder and Realtor signs will conform to the design designated by the Design Review Board.

(iii) Not more than one (1) political sign having a face area not larger than four (4) square feet each for a period of time commencing three (3) weeks before the corresponding election day and ending two (2) days after the election day, unless otherwise provided by law.

Nothing contained in this Declaration shall be construed to prevent the erection and maintenance by Declarant or the Declarant's duly authorized agents, of structures or signs necessary or convenient to the development, advertisement, sale, operation or other disposition of a Lot. Moreover, any lender providing financing to Declarant in connection with the development of the Properties may erect signs on Lots owned by Declarant to identify such lender. Builders may erect or cause to be erected one (1) "For Sale" sign not to exceed nine (9) square feet on each Lot that said Builder owns. In all other instances, the Design Review Board must approve all signs prior to placement within the Properties.

4.34. **Skateboard Ramps**. Not permitted.

4.35. **Skylights**. See specific Community design standards, above.

4.36. **Solar Devices**. All solar devices must receive prior Design Review Board approval.

4.37. **Statues, Sculptures, Fountains, Ponds**. Placement of any statue, sculpture, fountain, pond or similar artistic expression in the front yard of any Lot or the front and backyard of any Lot adjoining the Common Areas is prohibited by the Design Review Board. All elements of artistic expressions visible from other Lots or requiring any excavation must receive prior Design Review Board approval.

4.38. **Storm/Security Doors**. Storm and security doors are allowed with prior Design Review Board approval.

4.39. **Temporary Structures**. Temporary structures suitable for a wedding, birthday party and similar occasions are permitted in the backyard to any Lot provided such temporary structure is removed within twenty-four (24) hours of the conclusion of the occasion. This design standard shall not limit Association activities.

4.40. **Trash and Garbage Receptacles**. Trash and other receptacles shall be absent from view from any street, any Lot and Common Areas on all days other than designated trash and/or recycling pick up days.

4.41. **Tree Houses**. Tree houses constructed in or on vegetation are not permitted.

4.42. **Underground Installations**. Unless otherwise approved by the Design Review Board, all electrical, telephone and other utility lines and facilities which are located on a Lot and are not owned by a governmental entity or Utility Company shall be installed in underground conduits or other underground facilities. The Association may plant, install and maintain shrubbery and other screening devices around boxes, transformers and other above ground utility equipment. The Association shall have the right to enter on Lots to plant, install, maintain and replace such plants, shrubbery and screening devices without liability to the Owner or otherwise.

4.43. **Variety in Design**. Dwellings with the same floor plan and same elevation must have a minimum of three (3) Lots between such Dwellings when built on the same side of a street. Such Dwellings shall not be constructed on corresponding corner Lots. A minimum of two (2) Dwellings must be built between dwellings with the same style and color of brick.

4.44. **Walls**. All walls of any nature, for example but not limitation retaining walls, landscaping walls and decorative walls, must receive prior Design Review Board approval.

4.45. **Wells**. Wells of any kind are not permitted except as provided by Declarant for irrigation and water level maintenance of ponds.

5. Landscaping Standards

5.1. Overview.

The Design Review Board retains oversight of landscaping improvements to Lots to make assurance that the Scissortail community will continue to be an attractive and pleasant place to reside. The landscape plan will be required for review at the same time the initial site plan is reviewed. The landscaping work shall be completed within nine (9) months of start of vertical construction or within thirty (30) days of the date the Dwelling is substantially competed, whichever is later. NOTWITHSTANDING SPECIFIC TREE PLANTING REQUIREMEMTS, Lots with numerous naturally occurring trees can request a waiver of the requirement to plant additional trees from the Design Review Board.

5.2. Concepts.

Each Owner should familiarize themselves with these landscape guidelines prior to executing a plan. Each landscape plan should be prepared according to the following criteria:

1. Provide landscaping to enhance the beauty of the Lot and improvements while providing continuity between the Lot, improvements and surrounding vegetation.

2. Minimize the visual intrusion of the built environment by mitigating areas disturbed during construction.

5.3. Objectives.

All Lots, after construction, require landscaping. The design of the landscaping will vary, depending on size, shape, topography and location of the property and the design of the structure. It is the intent of the landscaping to accomplish the following objectives:

1. **Beautify.**
   - **1.1.** Soften vertical structure from the horizontal ground plane, with foundation plantings of sufficient density and size to break the line between ground plane and structure.
   - **1.2.** Soften the impact of corners and broad wall areas with vertical and spreading foliage.
   - **1.3.** To soften and reduce apparent height of house, foundation planting at the front should be layered from the ground plane using small plants towards the front and then transitioning up to larger plants near the foundation. A single row of uniformly spaced plants of equal size arranged in a single row along the foundation is not acceptable. Installing plant material of different sizes and textures in natural groupings is a preferred alternative.
2. **Screen**. Visually screen compressors, tanks, service yards, transformers, telephone pedestals, recreation equipment, parking, driveways, patios and other hard or unsightly areas.
3. **Restoration.** Restoration of a site due to construction.
4. **Drainage.** It is the responsibility of each owner to handle surface water on the Lot to minimize impact on adjoining property and ensure that water is moved to the appropriate areas to interface properly with Scissortail's master drainage plan.
5. **Phasing.** This approach to landscaping is approvable; however, the initial phase must meet the first four (4) objectives above.
6. **Conservation.** Owners are also encouraged to plan for the conservation of water by planting native and drought resistant species.
7. **View**. Taller plantings and recreation equipment should not be placed in the neighbor's view line. Existing vegetation will be allowed to remain in the view line. The view line is defined by staffing at the left and right rear property corners and proceeding twenty (20) feet toward the front corners and twenty (20) feet toward the center across the rear property line. These two new points, near each corner, when connected form triangles that should remain free of obstructions for neighbor's view corridors.

These Amended and Restated Design Review Standards are adopted this 21st day of May, 2020.

Robert David, Chairman

Exhibit A to Scissortail Design Review Guidelines

APPLICATION FOR DESIGN REVIEW FOR SCISSORTAIL

Pursuant to the Governing Documents, an Owner wanting to begin construction or make a modification to a Lot must make an application to the Design Review Board prior to beginning the work. By completing this Application and making the appropriate submittals (including identifying the Approved Builder you intend to use), you successfully make your application for modifications as required by the Governing Documents. You may need additional approvals from local, state or federal agencies. By executing and submitting this Application, the Owner(s) acknowledge that they have reviewed the Governing Documents and understand the standards applicable to modifications and the authority and discretion afforded the Design Review Board, all such provisions within the Governing Documents being incorporated in this Application by reference. If you need any additional space, please include supplement pages.

Name of Owner(s) _____

Property address: _____

Day phone _____Evening phone _____

_____Community_____

_____Name of Approved Builder_____

1. Modification Area. Approval is requested for the following construction on the Lot as described below and on any submittal pages. The general type of construction is indicated below. If applicable, appropriate submittal pages are attached to this Application. _____

_____

_____

_____

2. Submittal Pages. All applications shall include appropriate submittal pages showing such design features as required by the Governing Documents and Design Review and Development Guidelines. Failure to include the submittal pages will result in a returned Application.

3. **Name of Approved Builder**. _____

Commencement date: _____Time for completion: _____

This is a Re-application: ☐ YES ☐ NO

_____ _____

Owner's Signature(s)

_____

Approved Builder's Signature

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: ☐ Approved ☐ Denied ☐ Other _____

_____

_____

_____ _____

Date Authorized Design Review Board Representative

Exhibit B to Scissortail Design Review Guidelines

APPLICATION FOR Approval of Final Inspection Prior to Sale

Pursuant to the Governing Documents, any Owner desiring to sell a Lot with a completed house must comply with all covenants and design standards. By completing this Inspection and making the appropriate submittals, you successfully complete the requirements for sale.

Name of Owner(s) _____

Name of Buyer(s) _____

Property address: _____

Buyers phone (If more than one Buyer both numbers) _____ Buyer's email address

_____Name of Approved Builder_____

1. Exterior Area. Approval is requested for requirements for the exterior of the home

Landscaping.

Screening.

Exterior materials.

Fencing.

Outbuildings.

Drainage.

Antennas.

Address Numbers

Commencement date: _____Time for completion: _____

_____

_____ _____

Owner's Signature(s)

_____ _____

Approved Builder's Signature(s)

[DO NOT WRITE BELOW THIS LINE]

Date Application received _____ By _____

Action on Application: □ Approved □ Denied □ Other _____

_____

_____

_____ _____

Date Authorized Design Review Board Representative

Exhibit C
to Scissortail Design Review Guidelines
SCISSORTAIL Application for
Construction Plans Approval

Lot Number: _____

Builder/Owner: _____

Commencement Date: _____

Square Footage (Conditioned Space): _____

Square Footage of Outdoor Living Space: _____
(Applies to Silhouette and Sequoia Neighborhoods and only necessary if applicant is asking for consideration to meet the Building Size Requirements as set forth in the Declaration)

All proposed new construction or modification in the Scissortail Subdivision requires Design Review Board review, which comes only as a result of a properly submitted application. The application must include construction drawings of the proposed improvement. Depending on the type of new construction or modification, the Design Review Board may require less or more construction drawings for a proper application.

Construction drawings include, but may not limited to:

1. **Site Plan in proper scale** prepared by the architect or designer showing the lot and the improvements on the lot with all property lines, setbacks, driveways, sidewalks, patios, mailboxes, fences, screening of all mechanical equipment including but not limited to condensing units, pool equipment, screening for all utility boxes and the finished floor elevation of the main level of the improvements. The Site Plan will also show the downspout tight lined drainage plan.

2. **Drainage, Erosion Control and Grading Plan** if the proposed construction disturbs any dirt or would alter in any manner the flow of storm water or run-off, a grading plan will be required. The Drainage, Erosion and Grading Plan will also show the downspout tight lined drainage plan. The plan will also show the erosion controls.

3. **Floor Plan**. A floor plan must be submitted that details square footage per level and total and showing the entry steps and the finished floor elevation.

4. **Roof Plan**. A roof plan must be submitted that indicates roof pitch, an outline of the building walls below, the roof outline, dormers and any other pertinent features.

5. **Elevation Drawings**. Elevation drawings must be submitted to include all four elevations, indicate existing grades and finished grades, exterior finishes of materials, roof pitch, window and door designs, and any windscreen for the chimney.

6. **Color and Materials Specifications**. Unusual colors or material types should be noted on the plans. Any requests for waivers of specific requirements should be specified.

7. **Landscape Plan**. A landscape plan is not a requirement at plan approval but is a valuable tool to help understand the development of each lot and are encouraged to be submitted with the house plans or prior to installation of the landscape materials.

8. Name of Approved Builder: _____

Any plans or applications altered in any manner from plans or applications initially reviewed by the Design Review Board shall be re-submitted to the Design Review Board for review.

Reviewed and Approved this ____ day of _____, 20___.

_____
Design Review Board

L202028926.032



CERTIFICATE OF RECORD
STATE OF ARKANSAS, COUNTY OF BENTON
I hereby certify that this instrument was
Filed and Recorded in the Official Records
in **Doc Num L202028926**
05/21/2020 01:33:52 PM
Brenda DeShields
BENTON COUNTY Circuit Clerk & Recorder